



# **Request for Qualifications**

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**I-X Center Storm & Sanitary Cross-Connection to NASA  
WBS No. M506**

**Issued: August 8, 2016**

**Department of Port Control  
Cleveland Hopkins International Airport  
5300 Riverside Drive  
P.O. Box 81009  
Cleveland, Ohio 44181-0009  
Phone: 216-265-6186  
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### ATTACHMENTS:

Emerging Business Enterprise Development (EBED) Documents  
Northern Ireland Fair Employment Practices Disclosure  
Affidavit  
Request for Taxpayer identification number  
Non-Competitive Bid Contract Statement for Calendar Year 2016  
Prevailing Wages Notification

### EXHIBITS:

Exhibit "A" – Federal Aviation Administration (FAA) Bidder Requirements

## INTRODUCTION

The City of Cleveland ("City"), owner and operator of Cleveland Hopkins International Airport ("CLE"), through its Director of the Department of Port Control ("Director"), invites written Statements of Qualifications ("Statements") from qualified Consultants, with demonstrated experience in, and a thorough knowledge of, analysis and design services for the IX Center Storm and Sanitary Cross Connection to the National Aeronautics and Space Administration ("NASA"), the "Project", for the City of Cleveland's Department of Port Control ("Department") as described more fully in this Request for Qualifications. Qualified Consultants, either singly or in joint venture, or other legal arrangements, (collectively, "Consultant") must have the requisite, demonstrated competence and experience in the services required for the Project.

A pre-qualification conference will be held at the Federal Services Building at Cleveland Hopkins International Airport, 5301 West Hanger Road, Cleveland, Ohio 44135, on Friday, August 19, 2016 at 10:00 a.m. local time. At that time, interested parties may ask questions pertaining to this Request for Qualifications. For reasons of security, those planning to attend the pre-qualification conference must register by Wednesday, August 17, 2016 4:00 p.m. local time, by calling Kassan Bahhur at (216) 265-6186 or by e-mail to kbahhur2@clevelandairport.com. When registering for the conference, it will be necessary to provide the names of all attendees and the firm's name.

Each Consultant shall submit seven (7) complete Statements, consisting of one (1) unbound original, five (5) identical bound copies and one (1) CD-ROM containing the Statement and all attachments in Portable Document Format ("PDF") to the City of Cleveland no later than 4:00 p.m. local time, Friday, September 16, 2016. No Statements shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City of Cleveland.

Sealed Statements may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **Statement of Qualifications: I-X Center Storm & Sanitary Cross-Connection to NASA**

Cleveland Airport System  
Department of Port Control  
2<sup>nd</sup> Floor Administrative Offices  
5300 Riverside Drive  
P. O. Box 81009  
Cleveland, Ohio 44181-0009  
Attention: Kassan Bahhur

If Statements are hand-delivered, Statements should be addressed as above and taken to the Airport Information Counter located in the center of the ticketing level (next to Checkpoint B) of the passenger terminal building at CLE. The hours for hand-delivery are Monday – Friday, September 12 – September 16, from 10:30 a.m. through 4:00 p.m.

The Director reserves the right to reject all Statements, or portions of any or all Statements, to waive irregularities and technicalities, to re-advertise or to proceed to provide the service otherwise in the best interest of the City. The Director may, at his sole discretion, modify or amend any and all of the provisions herein.

The Department has instituted a program whereby interested parties may receive this Request for Qualifications through the City of Cleveland's website and the Department's website along with all applicable documentation and mailing lists. Please refer to the following websites for access to the Request for Qualifications:

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/Finance/RFP>

<http://www.clevelandairport.com/company/business-opportunities/bids-rfps>

**NOTE: In an effort to comply with the City of Cleveland's green initiatives, the Department will advertise all future Requests for Proposals and Requests for Qualifications on the websites listed above together with all supporting documentation. A Letter of Invitation will be released as notification of the publication of Request for Proposal or Request for Qualifications for future projects.**

All future documentation including addenda, response to questions, schedule changes, additional requirements for the **I-X Center Storm & Sanitary Cross-Connection to NASA** Request for Qualifications will be posted on the above sites as no additional paper mailings will be made for this Project. Upon receipt of a Letter of Invitation, it is requested that interested Consultants contact Kassan Bahhur via e-mail: [kbahhur2@clevelandairport.com](mailto:kbahhur2@clevelandairport.com) as confirmation of receipt and interest.

## **1. PURPOSE OF REQUEST**

The City of Cleveland's Department of Port Control, owner and operator of the Cleveland Airport System ("CAS"), and owner of the I-X Center, have determined that the existing storm and sanitary utilities, in and around the I-X Center, are failing and past their useful life. The existing sanitary outfall, for the I-X Center, travels through the airfield, under active runways and taxiways, and terminates in NASA's facilities. NASA has experienced flooding in their facilities resulting from this outfall.

The Department suspects that there may be cross-connections, between sanitary sewers and storm sewers, within the I-X Center lease hold, which require immediate attention, per EPA regulations. The redirection of sanitary sewers is only possible after storm and sanitary utilities have been separated and brought to current standards.

By issuing this Request for Qualifications, the City makes known its intent to contract and commence this Project at the earliest available opportunity. However, the City makes no commitment to proceed with the services based on a specific start date.

The Department has established the following scope of services to be provided by the selected Consultant(s). The City reserves the right to revise the scope of services prior to the execution of a contract to (i) reflect changes arising out of this qualification process; (ii) incorporate any

City requirements adopted after the publication of this Request for Qualifications; and (iii) incorporate any other changes it deems necessary.

## **2. SCOPE OF SERVICES**

### **2.1 General.**

The Department seeks sanitary and storm analysis and design services for the CAS. CAS has numerous assets in varying states of life cycle. One of those assets, the I-X Center, has problematic infrastructure nearing the end of its useful life.

The scope of the contract shall encompass the defined scope of work. This Request for Qualifications does not attempt to define all of the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the selected Consultant to be demonstrated in the areas of expertise necessary to the contract. Please refer to Section 2.2 - Scope of Services and Section 7 – Statement Content for more details regarding project services and preferred qualifications and experience.

### **2.2 Scope of Services.**

Full design and analysis services are required to determine a solution that accomplishes the following tasks:

#### **A. Project Description:**

The selected Consultant shall provide the complete suite of design services for the following tasks:

##### **NASA-Glenn Facility Coordination Component**

- 1) Analyze the existing condition of the I-X Center storm and sanitary to determine the possible cause(s) of heavy-rain event flooding at NASA-Glenn facilities;
- 2) Provide an engineered solution for the separation of the I-X Center storm and sanitary systems; and
- 3) Recommendation for the most efficient method to remove the storm and sanitary sewer discharges of I-X Center systems from the NASA-Glenn sanitary system.

##### **I-X Center Facility Coordination Component**

- 1) Assessment and recommendation(s) for the separation of storm and sanitary systems throughout the entire I-X Center lease hold area;
- 2) The storm pipe network shall be analyzed and designed to determine the best solution to provide additional capacity, alleviating existing flooding conditions during high-frequency rainfall events and the design of a new outfall for the I-X Center either through the Airport's Central Detention Basin or South to Abram Creek; and
- 3) The design of a water quality post-construction Best Management Practice ("BMP") retrofit of the Central Detention Basin, any future post-

construction BMP's in the vicinity of the Airport's South Campus, surrounding Airport campus areas, or upstream of the storm outfall connection to Abram Creek for the purpose of receiving I-X Center runoff will also be a critical component of the project.

Northeast Ohio Regional Sewer District ("NEORS") Coordination Component

- 1) Installation of a new sanitary gravity pipeline from a NEORS interceptor east of the Airport, designed for the purposes of receiving the I-X Center effluent and adjacent proposed improvements (Airport South Campus Development).

In addition, the scope of work should include the following:

- 1) The proposed solution(s) must adhere to the sanitary and storm program documents guiding the future infrastructure improvements throughout CAS;
- 2) Storm and Sanitary calculations shall be performed utilizing Storm Water Management Modeling ("SWMM") and follow the Department CAD/BIM standards and design requirements; and
- 3) The proposed study and design solutions will adhere to the sanitary and storm program documents guiding the future infrastructure improvements throughout DPC.

**B. Anticipated Work Assignments:**

The Department anticipates that the work requirements will include, but not be limited to, the typical assignments noted below. These examples are provided to demonstrate the range of likely assignments to assist Consultants in the preparation of their Statements. Detailed and specific descriptions of services to be provided will be developed on a task-order basis when assigned by the Department. Documentation of all efforts performed must be prepared in narrative and graphic forms acceptable to the Department.

The scope of services to be provided by the selected Consultant may include, but are not limited to, the following:

Site Assessment and Survey

- A comprehensive electronic model of existing conditions meeting the Department CAD/BIM/DATA specifications.
  - Boundary and topographic/location survey;
  - Electronic survey of the interior and exterior facilities of I-X Center Buildings to determine the current storm and sanitary effluent routing. This may include subsurface investigation techniques like camera, video scoping, snaking, ground penetrating radar, etc.;
  - Exhaustive acquisition/review of all available records incorporated into the final model;

- Proposed methods for the removal of the existing sanitary line to the NASA facilities; and
- Any geotechnical exploration shall follow the Department's geotechnical submittal requirements.

#### Storm and Sanitary Analysis and Design

- Generate the model and analyze existing conditions for both storm and sanitary systems using SWMM;
- Propose solutions meeting Department program guidance;
- Provide rough order of magnitude costs for each option; and
- Generate improvement plans separated into budget driven phases.

#### Design

Upon completion of the Site Assessment, and as authorized by the Department, prepare 30%, 60%, 90% and Construction Documents per City of Cleveland and the Department of Port Control standards. Preparation of Construction Documents shall include the reproduction costs of Plans and Specifications for Bidding. Assume fifty (50) sets. Professional engineering services related to answering questions during bidding, evaluating bids and providing recommendation for the lowest and best bidder, and attending and presenting pre-bid conference.

#### Construction Project Management

- Construction management during installation and for the duration of construction; and
- Delivery of as-builts by a licensed surveyor in the State of Ohio in traditional electronic map format as well as our environmental database following the Department CAD/BIM/DATA standards.

Consultants should demonstrate, in their Statements, their concepts and approaches to meeting these goals. After contract award the Department will provide the selected Consultant with details of airport operations to refine the concepts and approaches. Consultants should present creative concepts.

### **3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

#### **3.1 Terms and Termination.**

- A. The Department intends to recommend award of a contract to the Consultant that best satisfies the needs of the Department based on the requirements of this Request for Qualifications. The Department reserves the right to award more than one contract, using the criteria defined in this Request for Qualifications, if, in the Department's judgment, there is more than one qualified Consultant to fulfill the commitments.

- B. The contract will end upon completion of all phases of the analysis.
- C. The City may terminate the contract at any time, for cause, upon failure to perform in a manner satisfactory to the City after the selected Consultant has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The City shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.
- D. If at any time during review or audit of the selected Consultant and its DBE/MBE/FBE subcontractors the City determines that the selected Consultant and its DBE/MBE/FBE subcontractors are not functioning in good faith, the selected Consultant must submit a corrective action plan within sixty (60) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If the selected Consultant does not meet the provisions of the corrective action plan and the City continues to find the selected Consultant and its DBE/MBE/FBE subcontractors not to be functioning in good faith or in non-compliance with the nondiscrimination provisions of the contract the City shall impose such sanctions as it may determine to be appropriate, including but not limited to (i) cancellation, termination or suspension of the contract or (ii) suspension from participation in future Department contracts.
- E. The City may terminate the contract for cause and without any prior notice should the selected Consultant fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
- F. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract by the City shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and selected Consultant shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- G. Failure of the selected Consultant to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the selected Consultant and grounds for termination of its contract.
- H. By submitting a Statement of Qualifications in response to this Request for Qualifications, a Consultant is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this Request for Qualifications.

- I. The contract to be awarded under this Request for Qualifications shall be a fixed-price contract subject to a contract ceiling dollar amount. Said amount includes all fees to be charged for the services plus all related costs and expenses of the selected Consultant in performing such services.
- J. Any member of the Consultant team requiring access to a Security Identification Display Area or Air Operations Area as part of his/her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined by Federal Aviation Administration or the Transportation Security Agency. Adherence to all federal/state laws and regulations and airport regulations and policy regarding access to certain airport areas is a requirement of this contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination.
- K. Selected Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.
- L. The statement above must be included in all subcontractor and subconsultant agreements that the prime contractor or prime Consultant signs with a subcontractor or subconsultant.

### 3.2 Subcontractors/Subconsultant.

Clearly indicate the specific tasks or areas of expertise that are subcontracted, and to what entities. Experience cited for proposed subcontractors/subconsultants shall demonstrate proficiency in the services proposed for this contract. If the selected Consultant has doubt as to whether an area or field of expertise may potentially be used on the Project, then strongly encouraged is a subcontractor/subconsultant with this specialty be provided with the list of subcontractors/subconsultants intended to be part of the Consultant's project team. Adding subcontractors/subconsultants later into the Project will require the City of Cleveland's Board of Control approval and, depending on the specialty, may stop progress on the Project. Subcontractors/subconsultants not approved by the Board of Control will not be allowed to work on the Project in any aspect.

### 3.3 Insurance.

The selected Consultant, at its expense, shall at all times during the term of the contract resulting from this Request for Qualifications, maintain the following insurance coverage. The insurance company (ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The selected Consultant, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved

by the City's Director of Law, evidencing the required insurances upon execution of the contract.

- A. Selected Consultant, at its own expense, shall maintain with insurance underwriters reasonably satisfactory to the City, commercial general liability and, if necessary, commercial umbrella insurance, covering the selected Consultant and the City, as their interest may appear, against claims for bodily injury, personal injury, death and property damage occurring in, on or about CLE (including automobile, contractual, completed operations, independent contractor and product hazards). Such insurance shall have a limit of not less than Ten Million Dollars (\$10,000,000) each occurrence combined single limit and in the aggregate as respects products and completed operations or any other increased amount as the City may reasonably require.
- B. Selected Consultant shall, at its own expense, maintain business automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than Ten Million Dollars (\$10,000,000) each occurrence for operations (other than on-airport activities of the selected Consultant) covering the selected Consultant and the City, as their interest may appear, against claims for bodily injury, death and property damage or any other increased amount as the City may reasonably require.
- C. Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) each occurrence and subject to a deductible each occurrence of not more than Fifty Thousand Dollars (\$50,000) per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services. The policy shall include valuable papers coverage with limits of not less than One Hundred Thousand Dollars (\$100,000).
- D. Selected Consultant shall, at its own expense, procure its own workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio. Notwithstanding the foregoing, selected Consultant shall increase the limit of employer's liability insurance to a limit of not less than One Million Dollars (\$1,000,000) each occurrence or any other increased amount as the City may reasonably require. Selected Consultant shall save City harmless from any and all liability from or under said act.
- E. Selected Consultant, at its own expense, shall maintain statutory unemployment insurance.
- F. Maintain such other insurance policies as may be reasonably required by the City.

#### **4. PROJECT SCHEDULE AND DELIVERABLES**

##### **4.1 Deliverables.**

The City has established the following list which includes items that the Consultant will be required to provide as deliverables. The City reserves the right to modify the list of deliverables at any time before execution of a contract to add, delete, or otherwise amend any report or

other deliverable, as it deems necessary, in its sole judgment, and in the best interest of the City.

- A. Within one week after receipt of a written Notice To Proceed issued by the Department, the selected Consultant shall be prepared to begin work covered by the contract and shall execute the work to be performed as-required to the Department's satisfaction and in accordance with the tasks specified, unless otherwise directed by the Department.
- B. All work performed by the selected Consultant shall be under the direction of the Department's Project Manager.
- C. At all meetings between the Department and the selected Consultant held in connection with the Project, the selected Consultant shall take minutes of all topics discussed and depositions or conclusions reached. Within one (1) week, the selected Consultant shall prepare a formal set of meeting minutes and submit same to the Department Project Manager for approval. The selected Consultant will conduct weekly progress meetings with the Department to brief representatives on the progress of the work and any problems or issues affecting the completion of the task.
- D. All pertinent telephone conversations between the Department and the selected Consultant relative to instructions and/or authorizations must be confirmed in writing by the selected Consultant and submitted to the Project Manager for written approval.
- E. The selected Consultant is responsible for controlling costs and ensuring that all required work is completed within the approved time limit for each task. No modification to the scope of work or extra work shall be considered by the Department unless conditions have been specifically documented as required by the terms of the contract. Additionally, this documentation shall be verified prior to the Department's authorization to the selected Consultant to perform additional work.
- F. The selected Consultant's staff shall be available with no more than two (2) business days' notice to attend meetings or make presentations at the request of the Department's Project Manager. The selected Consultant may be called upon to provide audiovisual displays and similar material for such meetings.
- G. Copies of all appropriate written correspondence between the selected Consultant and any party pertaining specifically to any project shall be provided to the Department's Project Manager within one week of the receipt or sending of such correspondence.
- H. All other correspondence shall be turned over to the Department electronically after completion of the Project or upon request of the Department. The selected Consultant shall provide to the Department, on a monthly basis, progress reports, which describe the work performed on each work element, problems encountered, labor hours expended by each member of the team and the total dollar expenditure on the Project by work element during the reporting period. Reports shall include cost tracking summaries and anticipated date of total expenditure of contract funding. Progress reports shall be delivered to the Department's Project Manager within one week of the

monthly reporting period and shall be attached to the invoices when submitted for payment.

- I. All correspondence between the Consultant and the Department shall be in original electronic form. This includes the authoring documents/models and files used to generate the improvement plans and associated communications leading to the final product. Scanned documents, images or hard copy deliverables are not acceptable to satisfy the electronic deliverable requirement.
- J. No work performed on behalf of the Department may be used for other clients or potential clients of the selected Consultant without prior written approval from the Department's Project Manager.
- K. Briefings with the Director, executive staff and other Department staff as requested. The selected Consultant will also be expected to provide briefings to the Director or his designated representative regarding any issues which arise during the conduct of the work.
- L. Provide responses to questions or issues which may be raised by FAA representatives during Project reviews and audits.
- M. Provide progress reports, including work accomplished; tasks yet to be accomplished; any issues which have arisen which need the Department's assistance in order to obtain resolution and a description of the percentage of the work completed, in hard copy and electronically (in Microsoft or other pre-approved format).
- N. Provide a minimum of one (1) hard copy and one (1) electronic copy (including all models and authoring documents used to generate the deliverables) on CD-ROM of each completed work product phase, including a detailed executive summary. Additional copies may be requested on an as-needed basis.

## **5. GENERAL INFORMATION**

### **5.1 Submission of Statement.**

- A. Each Consultant shall provide all information requested by the City in this Request for Qualifications. Consultants must organize their packages to address each of the elements outlined and in the same order listed in Section 7 of this Request for Qualifications.
- B. Consultants are advised to carefully read and complete all information requested in the Request for Qualifications. If the Consultant's response to this Request for Qualifications does not comply with the conditions for submittal, it shall be considered unacceptable by the City and may be rejected without further consideration.
- C. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all Statements should comply with the following guidelines: Unless absolutely necessary,

copies should minimize or eliminate use of non-recyclable or non re-useable materials. Materials should be in a format permitting easy removal and recycling of paper. A Consultant should, to the extent possible, use products consisting of or containing recycled content in its Statement including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, and the like. Do not submit any or a greater number of samples, attachments or documents than specifically requested.

## 5.2 City's Rights and Requirements.

- A. Under the laws of the State of Ohio, all parts of a statement, other than trade secret or proprietary information, may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Consultant should clearly mark each page, but only that page, of its Statement that contains that information. The City will notify the Consultant if such information in its Statement is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the Statement. Blanket marking of the entire Statement as "proprietary" or "trade secret" will not protect an entire Statement and is not acceptable.
- B. The Director, at his sole discretion, may require any Consultant to augment or supplement its Statement or to meet with the City's designated representatives for interview or presentation to further describe the Consultant's qualifications and capabilities. The requested information, interview, meeting or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- C. The City reserves the right, at its sole discretion, to reject any Statement that is incomplete or unresponsive to the requests or requirements of this Request for Qualifications. The City reserves the right to reject any or all Statements and to waive and accept any informality or discrepancy in the Statement or the process as may be in the City's best interest.
- D. All Statements will remain in effect and be subject to selection by the City until the earlier of the execution of a final contract or one hundred eighty (180) calendar days after the deadline for Statement submission ("Statement Expiration Date"). Until the Statement Expiration Date, Consultant agrees that its Statement shall remain in effect, as submitted, and subject to selection by the City.

## 5.3 Supplemental Information.

The City may require Consultant to further supplement its written Statement to obtain additional information regarding the written Statement or to meet with the City's designated representatives to further describe Firm's qualifications and abilities. The decision regarding which Consultant (s) will be asked to supplement a Statement or meet with City representatives is in the Director's sole discretion. Supplements will be utilized for clarification purposes only and the Consultant may not substitute material elements of its written Statement, nor may Consultant provide previously omitted material.

#### 5.4 Disadvantaged Business Enterprise Program:

In accordance with the regulations of the United States Department of Transportation, 49 CFR, Part 23, Subpart F, the City of Cleveland, Department of Port Control has implemented a Disadvantaged Business Enterprise Program ("DBE"). This program applies to all projects that are federally funded, in whole or in part. The objectives of the DBE program are to ensure nondiscrimination in the award and administration of United States Department of Transportation assisted contracts, and assist in the development of small businesses owned by socially and economically disadvantaged individuals that have been certified by the Ohio Uniform Certification Program and/or the Ohio Department of Transportation.

**A DBE Goal of 15% and a SBE goal of 5%** have been established for this Project. DBE participation may be in the form of one or more joint ventures, partnerships, subcontracts or other legal arrangements meeting the eligibility standards in 49 CFR Part 26.

The selected Consultant will be required to submit information concerning the DBE firm(s) that will participate in this Project including the name and address of each Consultant, the estimated annual gross receipts to be earned by each named Consultant, a description of the legal arrangements to be utilized and the total overall estimated annual gross receipts to be earned.

If a Consultant is unable to achieve the DBE goals stated herein it will be required to provide documentation in its bid demonstrating that it took all necessary and reasonable steps in attempting to do so, or that it is not economically feasible at this time to enter into either a joint venture, partnership, subcontract or other eligible arrangement with a DBE firm.

The selected Consultant will be required to comply with the Department's DBE Program for the entire term of the contract.

Updated DBE Unified Certification Program ("UCP") directory can be obtained at the Ohio Department of Transportation's UCP website at: [www.ohioupc.org](http://www.ohioupc.org).

All proposed sub-consultants listed in your Statement must receive written Board of Control approval in advance. The sub-consultants you propose in your sealed Statements will be considered the sub-consultants that you will use in the contract if awarded to you. See **Exhibit "A"** regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City reserves the right to approve an award, but not approve a proposed sub-consultant.

The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each Consultant's responsibility to propose only eligible contractors. The City cannot approve a sub-consultant whose name appears in this listing.

In addition, the City of Cleveland is firmly committed to assisting Disadvantaged Business Enterprises ("DBEs") through its contracting activities, and the City intends to contract with Consultants that share that commitment. Consultants shall make every effort to use DBEs and SBEs as sub-consultants where available and practical.

Please be aware that the participation of DBE/SBE Consultants listed in your Statement will be monitored by the Department's Emerging Business Enterprise Office throughout the duration of the contract. The selected Consultant will be responsible for providing the Department's Emerging Business Enterprise Office with any and all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and cancelled checks. Selected Consultant performing on CLE projects have a dual reporting requirement. Selected Consultant will be required to provide sub-consultant agreements to the Emerging Business Enterprise Development Office.

**Additionally, selected Consultant and subcontractors (Non-DBE/SBE and DBE/SBE) will be required to enter all payments, invoices and certified payroll (where applicable) associated with the contract into the PRISM monitoring system (canceled checks and invoices must be scanned and attached to the file).**

**Note: The submission of the referenced forms is not required with the response to this Request for Qualifications. These forms will only be submitted by the Consultant selected to enter into contract negotiations, after the qualification evaluation process. The forms will be completed at the completion of the fee negotiation. However, the DBE/SBE firms and the anticipated percentages must be identified in the submittal.**

It is the City's objective that the DBE/SBE performs a commercially useful function. A DBE/SBE is considered to perform a commercially useful function when it is independently responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In light of industry practices and other relevant considerations, the DBE/SBE must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the DBE/SBE program.

If you have any questions in regard to either the Department's Emerging Business Enterprise Office's requirements and/or its other contracting goals, please contact the Emerging Business Enterprise Office at (216) 664-6606.

The selected Consultant is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976. During the term of the contract, the selected Consultant shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunities Clause, Section 187.22 of the Codified Ordinances.

#### 5.5 Outreach Events.

All Consultants must affirm their commitment to supporting and/or participating in Department-sponsored outreach events aimed at attracting and educating small, minority, and female-owned companies on business opportunities with the Department. This may include a nominal fee up to Three Hundred Dollars (\$300.00) at the Director's discretion.

#### 5.6 Equal Opportunity Clause.

The successful Consultant, as contractor, will be required to comply with all terms, conditions and requirements imposed on a "contractor" in the following Equal Opportunity Clause, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the successful Firm may deal, as follows:

No contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this non-discrimination clause.

Within sixty (60) calendar days after entering into a contract, the successful Consultant, as contractor, shall file a written affirmative action program with the Office of Equal Opportunity containing standards and procedures and representations assuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection and advancement process.

#### 5.7 Short-listing.

The City reserves the right to select a limited number (a "short-list") of Consultants to make an oral presentation of their qualifications, proposed services and capabilities. The City will notify the Consultants selected for oral presentations in writing.

#### 5.8 Execution of Contract.

The selected Consultant shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

#### 5.9 Familiarity with Request for Qualifications; Responsibility for Statement.

By submission of a Statement, the Consultant acknowledges that it is aware of and understands all requirements, provisions and conditions in the Request for Qualifications and that its failure to become familiar with all the requirements, provisions, conditions and information either in this Request for Qualifications or disseminated either at a pre-qualification conference or by addendum issued prior to the Statement submission deadline, and all circumstances and

conditions affecting performance of the services to be rendered by the selected Consultant will not relieve it from responsibility for all parts of its Statement and, if selected for a contract, its complete performance of the contract in compliance with its terms. Consultant acknowledges that the City has no responsibility for any conclusions or interpretations made by Consultant on the basis of information made available by the City and the City does not guarantee the accuracy of any information provided and Consultant expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate or incomplete information or information not otherwise conforming to represented or actual conditions.

#### 5.10 Anticipated Statement Processing.

The City anticipates it will, but neither promises nor is obligated to, process Statements received in accordance with the following schedule:

Release of Request for Qualifications	August 8, 2016
Pre-qualification Conference	August 19, 2016
Deadline for Inquiries	August 26, 2016
Written Response to Inquiries	September 2, 2016
Deadline for Statements	September 16, 2016

#### 5.11 Interpretation of Statement Document.

- A. If any prospective Consultant finds discrepancies or omissions in this Request for Qualifications or if there is doubt as to the intended meaning of any part of this Request for Qualifications, a written request for clarification or interpretation must be received by the Procurement Section of the Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than August 26, 2016. Requests for clarification or interpretation may be submitted via e-mail to [kbahhur2@clevelandairport.com](mailto:kbahhur2@clevelandairport.com).
- B. **The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this Request for Qualifications or a Statement given in any manner except by written addendum.** The City will post online each addendum issued for this Request for Qualifications. Any addenda so issued are a part of and incorporated into this Request for Qualifications as if originally written herein.

### **6. QUALIFICATIONS FOR STATEMENTS**

#### 6.1 Minimum Qualifications.

Each Consultant, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a Statement. If Consultant is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Consultant must:

1. Provide evidence that it has a minimum of five (5) continuous years of experience in performing analysis and design services for similar projects as described in this Request for Qualifications.
2. Have previous experience in analysis and design services for other airports; or employ a designated staff member with airport experience. Designated staff member should have required licenses and/or certifications.
3. Possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the selected Consultant at airports.
4. Demonstrate experience in establishing and maintaining constructive relations with Project stakeholders, regulatory agencies and the community.
5. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

## **7. STATEMENT CONTENT**

The Statement submittal shall consist of the following documents in the sequence listed below. To facilitate quick reference, each section of the Statement should be offset with a tab. The Statement may be disqualified if the documents are not submitted in the sequence listed below.

- A. Cover Letter: The cover letter should identify the Consultant and state other general information that they desire to be included regarding the Consultant's business organization. At a minimum the cover letter must include the name, form of business entity (e.g. corporation, partnership, joint venture, etc.), principal address, federal tax identification number, telephone number and facsimile number of the Consultant.
- B. Executive Summary: The executive summary should provide a clear and concise summary of the Consultant's background, level of expertise, direct relevant experience and ability. The executive summary should make the Consultant's case as the best candidate for providing the required services. This section should be structured so that it can serve as a stand-alone summary.
- C. Qualifications/Experience: This section gives Consultants the opportunity to discuss their industry experience and what defines them as a leader in their industry. Consultants may submit as much information in this section as is needed to differentiate itself and its Statement from the other Consultants.

Please include, as a minimum, the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) describe the nature of your business experience in providing analysis and design services to medium or large airports and state the number of persons you currently employ in providing such services; (iii) give the name, location and date of all similar contracts that have been terminated or canceled within the past three (3) years, prior to the expiration of their contractual term, and also list any judgments terminating or any pending lawsuits or unresolved disputes

for the termination of such services provided by you within the past three (3) years; and (iv) give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, e-mail address and telephone number.

- D. Project Approach: The Statement should discuss your understanding of the consulting opportunity at the CLE, including those factors that are critical to making the opportunity a success. Consultants must provide a detailed discussion of how they will approach this opportunity to ensure that the City's goals and objectives will be realized. The Statement should also identify and discuss key issues influencing the services as defined in this Request for Qualifications and the Cleveland Airport System as well as discuss methods/models that would address key issues.
- E. Key Staff: Consultants should indicate the key staff proposed for this contract, setting forth the specific responsibilities and availability of each proposed key staff person. Provide for each proposed key staff person a one page resume detailing both general experience and specific experience related to the services as defined in this Request for Qualifications. Key staff is defined as productive staff having major Project responsibilities.
1. Personnel proposed shall have the desired qualifications and experience in his/her area of expertise. It is preferred key staff experience cited be within the past ten years.
  2. Individuals proposed and accepted by the Department as personnel for this contract are expected to remain dedicated to the contract.
  3. In the event any key staff person(s) becomes unavailable for continuation of the work assignment, the selected Consultant shall replace said individual(s) with personnel of equal ability and qualifications. However, any changes to designated key staff personnel require the prior written approval of the Department. If acceptable, changes shall be in effect without additional cost to the Department and without formal modification of the contract.
  4. The selected Consultant shall provide personnel at skill levels required for each type of services to be performed under the contract. Any employee whose service is deemed unsatisfactory for any reason by the Department shall be removed from the Project. Upon written notification from the Department, the selected Consultant shall promptly offer a replacement with equal ability and qualifications for the Department's approval. The selected Consultant shall be responsible for any costs arising from the action of the Department relative to this requested action.
  5. Any member of the selected Consultant's team requiring access to a Security Identification Display Area or Air Operations Area as part of his/her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined by the Department, or the Federal Transportation Security Administration. Adherence to all federal, state, county and city laws and regulations and Airport regulations and policy regarding access to certain Airport areas is a

requirement of this contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination.

- F. Management Approach: Provide an organizational chart of the Consultant showing all major component units; where the management of this contract will fall within the organization and what corporate resources will be available to support this contract in both primary and secondary or back-up roles. A discussion of cost control related to the location of work and performing Project management responsibilities, including participating in meetings and completing work at the Airport for this contract should also be included.
- G. Work Product Samples: Consultants are to submit a case history which demonstrates ability to support analytical and design services (described earlier) by the Cleveland Airport System. Be specific as to how and why the Consultant decided to approach the Project a certain way. Case history must have been developed within the last three (3) years and should address the following elements: (i) research; (ii) concept; and (iii) strategy. Please also provide examples and discuss in narrative the selected Consultant's capacity to produce quality materials in written, graphic and pictorial form.
- H. DBE/SBE Participation: Consultants shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting DBE/SBE goals or requirements. A listing with Consultant(s) location shall be included in the submittal along with an estimate of anticipated percentage of work to be sub-contracted to DBE/SBE and Non DBE/SBE proposed subconsultant.
- I. Affidavit: Consultants shall submit with its Statement an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, Consultant or corporation any money or valuable consideration for assistance in procuring or attempting to procure this contract, and further agreeing that no such money or reward will be hereafter paid.
- J. Joint Ventures or Partnerships: If the Statement submitted is on behalf of a joint venture or partnership, an executed copy of the joint venture or partnership agreement must be submitted with the Statement and will become an attachment to the City's contract. The award of a contract to the joint venture or partnership may be indicated as a condition precedent for the commencement of either such agreement.
- K. Additional Submittal Requirements: Consultants shall complete, execute and return with its Statement the following documents, copies of which are attached to this Request for Qualifications: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Federal Taxpayer Identification; (iii) Affidavit; and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2016.
- L. Environmental Sustainability: Describe how the proposed services/project/solution incorporates environmental sustainability.

M. Supplemental Information:

1. The City may require a Consultant to further supplement its written Statement to obtain additional information regarding its qualifications or to meet with the City's designated representatives to further describe the Consultant's qualifications and abilities.
2. The decision regarding which Consultant(s) will be asked to supplement their Statement or meet with City representatives is in the Director's sole discretion.
3. Supplements will be utilized for clarification purposes only and the Consultant may not substitute material elements of its written Statement nor may the Consultant provide previously omitted material. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the City.

**8. INQUIRIES**

Interested parties may submit questions pertaining to the Request for Qualifications. Questions must be submitted, in writing, to the Procurement Section of the Department of Port Control, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than August 26, 2016. The Department will post online all responses to questions received. Questions may be submitted via e-mail to [kbahhur2@clevelandairport.com](mailto:kbahhur2@clevelandairport.com). Verbal responses given by representatives of the City at any time may not be relied upon by the Consultant in submitting its Statement or in the performance of its obligations under the Request for Qualifications.

**9. DISQUALIFICATION OF CONSULTANT/ STATEMENT**

The City does not intend by this Request for Qualifications to prohibit or discourage submission of a Statement that is based upon Consultant's trade experience relative to the scope of work, services or product(s) described in this Request for Qualifications or to proscribe the manner in which its services are to be performed or rendered. The City will not be obligated to accept, however, significant deviations from the work or services sought by this Request for Qualifications, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the Request for Qualifications, as determined solely by the City. The City reserves the right to reject any and all Statements or to waive and accept any deviation from this Request for Qualifications or in any step of the Statement submission or evaluation process so as to approve the award of the contract considered to be in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Consultant submit only one Statement including all alternatives to the Statement that the Consultant desires the City to consider, it will accept Statements from different business entities or combinations having one or more members in interest in common with another Consultant. The City may reject one or more Statements if it has reason to believe that Consultants have colluded to conceal the interest of one or more parties in a Statement, and will not consider a future Statement from a participant in the collusion. In addition, the City will not accept a Statement from or approve a contract to any Consultant that is in default as surety or otherwise upon an obligation to the City or has failed

to perform faithfully any previous contract with the City, or is currently in default under any contract with the City.

The City reserves the right to reject any or all Statements. Failure by a Consultant to respond thoroughly and completely to all information and document requests in this Request for Qualifications may result in rejection of its Statement. Further, the City reserves the right to independently investigate the financial status, qualifications, experience and performance history of a Consultant.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that deviates from the provisions contained in this Request for Qualifications, if agreed to by another Consultant.

## **10. EVALUATION OF STATEMENTS**

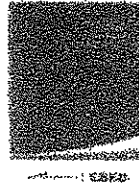
The City Department/Division issuing this Request for Qualifications will evaluate each Statement submitted. The Department will present its recommendations to the City's Board of Control ("Board"). The Board may, but shall not be obligated to, entertain formal presentations. The City will only consider Statements that are received on or before the submission deadline, and which meet all the requirements of this Request for Qualifications. The City reserves the right to request a "best and final offer" from Consultants meeting the minimum requirements.

The Cleveland Airport System shall apply an Evaluation Credit of two percent (2%) of the total points awarded for a Statement received from a Local Producer and two percent (2%) of the total points awarded for a Statement received from a Local Sustainable Business provided that the maximum total Evaluation Credit applied shall not exceed four percent (4%). The Evaluation Credit to be added is solely for the purpose of Statement comparison when evaluating competing Statements. The use of Evaluation Credits does not alter the Statement submitted by a Consultant or the contract executed based on the Statement. As used herein "Local Producer" and "Local Sustainable Business" are defined in City of Cleveland Ordinance No. 1660-A-09 (Refer to **Exhibit "B"** attached hereto).

The numerical rating following each factor set forth below indicates the importance of the requested information in the selection process. The resulting selection rating will not reflect on the professional abilities of the Consultant. Instead, the rating reflects the City's best attempt to quantify each Consultant's ability to provide the services set forth in the contract and to meet the specific conditions and criteria included in this Request for Qualifications.

1. Qualifications/Experience. (Rating up to 25 points)
2. Project Approach. (Rating up to 30 points)
3. Key Staff. (Rating up to 20 points)
4. Management Approach. (Rating up to 15 points)
5. Work Product Sample. (Rating up to 10 points)

6. DBE/MBE/FBE Participation (Pass/Fail)



**SMALL BUSINESS ENTERPRISE  
(SBE)  
CERTIFICATION VERIFICATION  
PROCESS**

## Cleveland Airport System

### Small Business Enterprise (SBE) Element Guidelines

March 2013

In fourth quarter 2012, Cleveland Airport System (CAS) received approval from the Federal Aviation Administration for the addition of the Small Business Enterprise (SBE) element to its Disadvantaged Business Enterprise and Airport Concessions Disadvantaged Business Enterprise (DBE and ACDBE) programs.

The Airport is including this SBE element to facilitate competition by expanding opportunities for small businesses. The Airport is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. The Airport will meet these objects using combinations of the following methods and strategies:

**Set-Asides** – Where feasible, the Airport will establish a percentage of the total value of all prime contract and subcontract awards to be set-aside for participation by SBEs on FAA-assisted contracts. A set-aside is the reserving of a contract or a portion of a contract exclusively for participation by SBE firms. A SBE set-aside is open to all small businesses regardless of the owner's gender, race or geographic location.

**Unbundling** – The Airport, where feasible, may “unbundle” projects or separate large contracts which may be suitable for small business participation. The Airport will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be unbundled or bid separately. Similarly, the Airport will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.

#### **Certification and Verification Procedures**

Firms seeking certification with the Airport must not exceed fifty percent (50%) of the NAICS Code threshold established by the SBA for their specific industry. All firms whose gross receipts exceed 50% of its industry NAICS threshold will not be certified as a SBE with the Airport. Firms seeking certification should verify thresholds by visiting SBA Website at:

<http://www.sba.gov/content/small-business-size-standards>

The Airport will accept the following certifications for evaluation and possible certification and participation in the small business element of the Airport's DBE Program with applicable stipulations:

1. City of Cleveland, Office of Equal Opportunity Cleveland Small Business Certification (CSB) only.
2. Cuyahoga County Small Business Enterprise Certification
3. US SBA 8(a) Certification

4. Northeast Ohio Regional Sewer District Certification
5. Northern Ohio Supplier Diversity Council

\*All firms certified with the entities listed above seeking Airport small business certification must submit the most recent three (3) years business tax returns, complete sections 1 and 3 part B of the Ohio UCP DBE application and submit proof of certification and areas of expertise with its Airport Small Business application.

\*\*For purposes of the small business element of the Airport's DBE program, small businesses which are also owned and controlled by socially disadvantaged individuals will be encouraged to seek DBE certification.

\*\*\*Minority and women-owned business enterprises awarded contracts under the small business enterprise set-aside will be strongly encouraged to seek DBE certification in order to be counted towards race neutral DBE participation.

#### **Registry**

The Airport will maintain an Airport Small Business Registry for all firms it grants SBE designation. This registry is separate from the Ohio UCP DBE Directory and maintained solely by the Airport.

#### **Contracts and Goals**

The project manager (PM) and DBELO or the Small Business Officer (SBO) will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage. This set-aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. All Airport FAA-assisted contracts will have a minimum of a ten percent (10%) SBE set-aside goal assigned. All FAA-assisted contracts will be reviewed individually to determine if the SBE 10% set-aside goal is appropriate. The goal maybe increased or decreased based on size and scope of the purchase. If it is determined after consideration of size and scope that a SBE goal of zero percent (0%) or no goal is to be assigned to a contract, the PM and/or SBO will document why a small business set aside goal is inappropriate.

The Airport, where feasible, may "unbundle" projects or separate large contracts which may be suitable for small business participation. The Airport will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be unbundled or bid separately. Similarly, the Airport will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.

### **Monitoring**

All FAA-assisted contracts will be monitored monthly for small business participation. All prime and SBE subcontractors will be required to submit monthly payment compliance information to the EBED monitor and through the PRISM contract compliance system. All prime contractors and their SBE subcontractors will be required to adhere to all Davis Bacon regulations and report weekly to the prevailing wage coordinator and through the PRISM contract compliance system. There may be additional compliance reporting requirements that contractors and SBE subcontractors will be subject to.

### **Enforcement**

A firm that does not meet the eligibility criteria of the Airport's small business program and that attempts to participate in a FAA-assisted program as a small business enterprise on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Airport may withhold payment, initiate suspension or debarment proceedings against that firm and recommend to The Department of Justice additional actions.

The Airport may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a small business in any FAA-assisted program or otherwise violates applicable Federal statutes.

### **Assurances**

The Airport makes the following assurances:

1. The DBE Program, including its small business element is not prohibited by state law;
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program;
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location;
4. There are no limits on the number of contracts awarded to firms participating in the DBE Program;
5. Reasonable effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
6. Aggressive steps will be taken to encourage those minority and women owned firms participating in the small business element of the DBE Program that are eligible for DBE certification to become certified.

Please contact the following Emerging Business Enterprise Development (EBED) staff:

Mr. Jermaine Brooks  
Certification Officer  
216-265-3389  
[jbrooks@clevelandairport.com](mailto:jbrooks@clevelandairport.com)

Mrs. Rosita Turner  
Lead Contract Compliance Officer (construction)  
216-265-6606  
[rturner@clevelandairport.com](mailto:rturner@clevelandairport.com)

Mr. Roman Orinoco  
Contract Compliance Officer (professional services)  
216-265-6197  
[rorinoco@clevelandairport.com](mailto:rorinoco@clevelandairport.com)

Mr. Leonard Goins  
Prevailing Wage Coordinator  
216-265-3353  
[lgoins@clevelandairport.com](mailto:lgoins@clevelandairport.com)

**DSE Unified Certification Application**

**SECTION 1: COMPANY INFORMATION**

**A. General Information**

1. *Legal name of business:		2. *Other names used by business:	
3. Website (if have one):		4. *Federal tax ID:	
5. *Company phone #:	6. Other phone #:	7. Company fax #:	
8. E-mail communications: <input type="checkbox"/> Yes <input type="checkbox"/> No		9. *County	
10. *Street address of firm (No P.O. box):		City:	State: Zip:
11. Mailing address of firm (if different):		City:	State: Zip:

\*Indicates required field

**DBE Unified Certification Application**

**B. Business Profile**

1. *Date the firm was established: ____/____/____	2. *1/We have owned this firm since: ____/____/____
3. *Method of acquisition (check all that apply): <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Started new</div> <div><input type="checkbox"/> Inherited</div> <div><input type="checkbox"/> Purchased existing</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Merger or consolidation</div> <div><input type="checkbox"/> Secured concession</div> <div><input type="checkbox"/> Other (explain)</div> </div>	
4. *Number of employees: Full time _____ Part time _____	
5. *Legal structure (check all that apply): <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Sole Proprietorship</div> <div><input type="checkbox"/> Limited Liability Partnership</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Partnership</div> <div><input type="checkbox"/> Limited Liability Corporation</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> S-Corporation</div> <div><input type="checkbox"/> Joint Venture</div> </div> <div><input type="checkbox"/> C-Corporation</div>	
6. *Has your firm ever existed under different ownership, a different type of ownership, or a different name? <input type="checkbox"/> Yes <input type="checkbox"/> No, If Yes, explain:	
7. *Does this firm rely on any other firm for management functions or employee payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No, If Yes, explain:	
8. *Specify the annual gross receipts of the firm for the last 3 complete fiscal years: <div style="display: flex; justify-content: flex-end;"> <div style="text-align: right;">Year _____ Total receipts \$ _____</div> </div> <div style="display: flex; justify-content: flex-end;"> <div style="text-align: right;">Year _____ Total receipts \$ _____</div> </div> <div style="display: flex; justify-content: flex-end;"> <div style="text-align: right;">Year _____ Total receipts \$ _____</div> </div>	
9. *Type(s) of work <i>(NAICS code will be assigned based on type of work description. Provide as much description as possible.)</i>  a. Type of work description:  b. Type of work description:  c. Type of work description:	

\*Indicates required field

**SECTION 2: COMPANY OWNERS AND REPRESENTATIVES**

**Instructions:**

- This application must include every individual with ownership in the firm, every individual who is an officer of the company or on the board of directors, and every employee with significant responsibilities as listed in section B.
  - One of the individuals entered must be designated as the company contact. The company contact will be the person to whom future correspondence will be addressed.
  - If necessary, copy the pages of this application to enter information for additional individuals.
- ⇒ At the top of each page is a place for the owner or representative's name. This is critical if your application has more than one individual—it will allow you to keep track of which owner or representative the information pertains to.

**A. General Information (Company Owner or Representative)**

1. *Name (first, middle initial, last):	2. *Role: <input type="checkbox"/> Company Owner <input type="checkbox"/> Company Representative	3. *Title:
4. *Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	5. *Ethnic group membership (check all that apply): <input type="checkbox"/> White Caucasian <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific <input type="checkbox"/> Subcontinent Asian <input type="checkbox"/> Other (specify) _____	
6. *Salary: \$ _____		
7. Phone #: (____) _____ - _____ ext _____		
8. *Is this owner or representative the company contact? (One, and only one, owner or representative must be designated as the company contact.) <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>		
9. *Enable online account? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, enter email address: _____		

\*Indicates required field

# DBE Unified Certification Application

Name (first, middle initial, last):

## Instructions:

- Owner Information must be provided for every company owner, regardless of the percentage of ownership. If necessary, copy the pages of this application to add additional owners.

## C. Personal Information (Company Owner)

1. *Home address (street and number):		City:	State:	Zip:
2. *Home phone #:	3. *Ownership percentage:		4. *Married status <input type="checkbox"/> Married <input type="checkbox"/> Single	
5. *U.S. citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No		6. If No, legal permanent resident? <input type="checkbox"/> Yes <input type="checkbox"/> No		
7. Familial relationship to other owners:				
8. Has any trust been created for the benefit of this disadvantaged owner? If Yes, explain: <input type="checkbox"/> Yes <input type="checkbox"/> No				
9. *Number of years as an owner?				
10. Please list all investments made to acquire current ownership stake in the company:				
	Date	Ownership %	# of Shares	Share Class
*1.				Investment
				Cash \$
				Real Estate \$
				Equipment \$
				Other \$
2.				Cash \$
				Real Estate \$
				Equipment \$
				Other \$
3.				Cash \$
				Real Estate \$
				Equipment \$
				Other \$
11. Do any of your immediate family members own or manage another company? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If Yes, then list (use additional space if needed):				
	Name	Relationship	Company	Type of Business
1.				Own or Manage?
2.				
3.				

\*Indicates required field

**DSE Unified Certification Application**

Name (first, middle initial, last):

**Instructions:**

- Complete the following worksheets first, then use the information to complete the balance sheet at the end of the section.
- Complete all fields of an applicable worksheet. For example, if an owner has stocks, be sure to provide Security Name, Number of Shares, and Year-end Market Value per Share.
- If more than one owner is applying, supply the following information for each owner (*make copies of these pages if necessary*).

**D. Personal Net Worth Worksheets (Required for all owners)**

Enter year for which the following net worth worksheets apply:

**Life Insurance Worksheet**

Insurance Company	Face Amount	Cash Surrender Value	Beneficiaries
1.			
2.			
3.			
4.			

**Stocks and Bonds Worksheet**

Security Name	Number of Shares	Year-end Market Value per Share
1.		
2.		
3.		
4.		

**Unpaid Taxes Worksheet**

Type of Tax	Amount
1.	
2.	
3.	
4.	

**DBE Unified Certification Application**

Name (first, middle initial, last):

**Real Estate and Real Estate Mortgages Worksheet**

Type of Property	Street Address	Date Purchased	Original Cost	Current Estimated Value
1.				

Is there a mortgage on the property? ☐ Yes ☐ No (If Yes, complete the mortgage holder information for each mortgage on the property.)

Name of mortgage holder: \_\_\_\_\_ Mortgage balance: \$ \_\_\_\_\_

Mortgage holder address:

Street (No P.O. box): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of Property	Street Address	Date Purchased	Original Cost	Current Estimated Value
2.				

Is there a mortgage on the property? ☐ Yes ☐ No (If Yes, complete the mortgage holder information for each mortgage on the property.)

Name of mortgage holder: \_\_\_\_\_ Mortgage balance: \$ \_\_\_\_\_

Mortgage holder address:

Street (No P.O. box): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of Property	Street Address	Date Purchased	Original Cost	Current Estimated Value
3.				

Is there a mortgage on the property? ☐ Yes ☐ No (If Yes, complete the mortgage holder information for each mortgage on the property.)

Name of mortgage holder: \_\_\_\_\_ Mortgage balance: \$ \_\_\_\_\_

Mortgage holder address:

Street (No P.O. box): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

# **DBE Unified Certification Application**

Name (first, middle initial, last):

## **Other Personal Property Worksheet**

Asset Name	Asset Type	Current Estimated Value
1.		
2.		
3.		
4.		

## **Other Assets Worksheet**

Asset Name	Asset Type	Current Estimated Value
1.		
2.		
3.		
4.		

## **Notes Payable Worksheet**

Noteholder Name	Noteholder Address	Original Balance	Current Balance	Payment Amount	Payment Frequency	Collateral Type
1.						
2.						
3.						
4.						

## **Other Liabilities Worksheet**

Liability	Amount
1.	
2.	
3.	
4.	

**DBE Unified Certification Application**

Name (first, middle initial, last):

**E. Personal Net Worth Statement (Required for all owners)**

<b>Balance Sheet</b>			
<b>Assets</b>		<b>Liabilities</b>	
	<b>(Omit cents)</b>		<b>(Omit cents)</b>
Cash on hand and in banks:	\$	Accounts payable:	\$
Savings accounts:	\$	Notes payable to banks and others (worksheet):	\$
IRA or other retirement accounts:	\$		
Accounts and notes receivable:	\$	Installment account (other):	\$
Life insurance (worksheet):	\$	Loan on life insurance:	\$
Stocks and bonds (worksheet):	\$	Unpaid taxes (worksheet):	\$
Real estate (worksheet):	\$	Mortgages on real estate (worksheet):	\$
Automobiles-estimated current value:	\$	Installment account (auto):	\$
Other personal property (worksheet):	\$		
Other assets (worksheet):	\$	Other liabilities (worksheet):	\$
<b>Total assets:</b>	\$	<b>Total liabilities:</b>	\$
(minus total liabilities)	<u>(-\$ )</u>		
<b>Owner net worth:</b>	\$	<b>Year:</b>	

**ATTACHMENT A****REQUIREMENTS CONCERNING EEO & AFFIRMATIVE ACTION**

Cleveland Hopkins International Airport's Emerging Business Enterprise Development Office is eager to assist you in fully completing the requirements of this Notice and the Airport's Equal Employment Opportunity Program. If you have any questions, please call the Emerging Business Enterprise Development Office at 216-265-6000.

Please read carefully all of the information attached.

Proposers/Bidders are cautioned, however, that oral representations may not be relied upon. Such representations must be confirmed by specific writing issued by the Director of Port Control as an addendum or as a clarification of this solicitation document.

---

The Affirmative Action Plan for equal employment opportunity is the Cleveland Hopkins International Airport's (Airport) written commitment to undertake specifically planned action to ensure equality of opportunity in employment practices by firms contracting for goods and services with Airport.

As required by the Instruction, the following information must be submitted with your bid/proposal:

**I. Form EEO-1 - Enclosure A-1**

Equal Employment Data Forms showing the current utilization of minorities and women by job category within your organization.

**II. Non-discrimination - Enclosure A-2**

Affidavit assuring non-discrimination in employment practices.

**III. Employment Practices - Enclosure A-3**

All Proposers/Bidders and their first tier subcontractors or sub consultants proposing a contract hereunder in an amount of \$10,000 or more must complete Enclosure A-3. If the Proposer/Bidder/Qualifier or any of its first tier subcontractors or sub consultants employ more than 50 persons and will be entering into a contract hereunder in an amount of \$50,000 or more, then an Affirmative Action Plan for employment of minorities and women must be submitted when called for by Airport.

**IV. Requirements Concerning the Submission of an Affirmative Action Plan  
Enclosure A-4**

If requested, provide an Affirmative Action Plan(s) in accordance with the guidelines set forth on Enclosure A-4.

**V. Requirements on Prime and Sub-Contractors -- Enclosure A-5**

All Contractors and their subcontractors bidding on a contract must complete Enclosure A-5.

Joint Reporting  
Committee• Equal Employment  
Opportunity  
Commission• Office of Federal  
Contract  
Compliance  
Programs (Labor)

**ENCLOSURE A-1**  
**EQUAL EMPLOYMENT OPPORTUNITY**  
**EMPLOYER INFORMATION REPORT EEO - 1**  
**FOR**  
**THE CLEVELAND HOPKINS INTERNATIONAL**  
**AIRPORT**

## Section A--TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

1. ☐ Single Establishment Employer Report      Multi-establishment Employer
2. ☐ Consolidated Report (Required)
3. ☐ Headquarters Unit Report (Required)
4. ☐ Individual Establishment Report (submit one for each establishment with 50 or more employees).
5. ☐ Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only).

## Section B--COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company

OFFICE USE  
ONLY

a. Name of parent company (owns or controls establishment in item 2) omit if same as label

a.

Name of Receiving Office

Address (Number and Street)

b.

City or Town

County

State

Zip Code

b. Employee Identification No.

OFFICE USE  
ONLY

2. Establishment for which this report is filed (Omit if same as label)

a. Name of establishment

c.

Address (Number and street)

City or Town

County

State

Zip Code

d.

b. Employer Identification No.

Omit if same as label

e.

## Section C--EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

- ☐ Yes ☐ No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?
- ☐ Yes ☐ No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?
- ☐ Yes ☐ No 3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5 AND either (1) is a prime government contractor or first tier subcontractor, and has a contract subcontract, or purchase order amounting to \$50,000 or more or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U S Savings Bonds and Savings Notes?

If the response to question C - 3 is yes, please enter your Dun and  
Bradstreet identification number (if you have one)

- ☐ Yes ☐ No 4 Does the company receive financial assistance from the Small Business Administration (SBA)?

**Section D - EMPLOYMENT DATA**

Employment at this establishment - Report all permanent full time or part-time employees including apprentices and on-the job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

JOB CATEGORIES	Overall Totals Sum Of Col B Thru K	NUMBER OF EMPLOYEES									
		Male					Female				
		White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native
Officials and Managers 1											
Professionals 2											
Technicians 3											
Sales Workers 4											
Office and Clerical 5											
Craft Workers (Skilled) 6											
Operatives (Semi Skilled) 7											
Laborers (Unskilled) 8											
Service Workers 9											
TOTAL 10											
Total employment reported in previous EEO-1 report 11											
(The trainees below should also be included in the figures for the appropriate occupational categories above)											
Formal on-the-job trainees	White collar 12										
	Production 13										

NOTE: Omit questions 1 and 2 on the Consolidated Report

1. Date(s) of payroll period used:

2. Does this establishment employ apprentices?

1. ☐ Yes 2. ☐ No

**Section E--ESTABLISHMENT INFORMATION (Omit on the Consolidated Report)**

1. Is this the location of the establishment the same as that reported last year?	2. Is the major business activity at this establishment the same as that reported last year?	Office Use Only
1 <input type="checkbox"/> Yes 2 <input type="checkbox"/> No 3 <input type="checkbox"/> No Report	1 <input type="checkbox"/> Yes 2 <input type="checkbox"/> No 3 <input type="checkbox"/> No Report	
3. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)		

**Section F--REMARKS**

Use this item to give any identification data appearing on last report which differs from that given above explain major changes in composition or reporting units and other pertinent information

**NOTE: The section below must be completed and signed by your company**

**Section G--CERTIFICATION (See instructions G)**

Check one	1 <input type="checkbox"/> All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
	2 <input type="checkbox"/> This report is accurate and was prepared in accordance with the instructions
Name of Certifying Official	Title
Signature	
Date	
Name of person to contact regarding this report (Type or print)	
Address (Number and Street)	
Title	City and State
Zip Code	Telephone Area Code
Number	Extension

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII  
WILLFULLY FALSE STATEMENTS IN THIS REPORT ARE PUNISHABLE BY LAW, U S CODE TITLE 18, SECTION 1001

**ENCLOSURE A-2**  
**NONDISCRIMINATION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_ being first duly sworn deposes and says:

1. That he/she is the \_\_\_\_\_ (President or other authorized official of Company, or Partnership, a Corporation or Partnership organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ on whose behalf he/she makes this affidavit (hereinafter "Contractor").
2. That Contractor does not and will not discriminate in its employment practices because of race, religion, color, sex, national origin, handicapped persons or Vietnam-Era Veterans.
3. That Contractor further understands this contract, purchase order or agreement is subject to Executive Order 11246, as amended, and the Affirmative Action Policy of the Airport, and shall be subject to all rules and/or regulations issued pursuant thereto regarding nondiscrimination in federally-assisted programs of the United States Department of Transportation.
4. That Contractor agrees to be bound to the obligations imposed by said act, executive ordinance and policy.
5. That Contractor agrees that during the performance of any contract resulting from this bid/proposal:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Airport setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor will, in all solicitations or advertisements for employees placed by or behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contact or understanding, a notice to be provided by the Airport advising the said labor union or worker's representative of the Contractor's commitments under this Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Airport

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with such rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts of Federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 25, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include a citation to 41 CFR 60-1(b) and (c) and the provisions of Paragraphs (a) through (g) herein, in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by Federal Aviation Administration, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

\_\_\_\_\_  
Company or Partnership

\_\_\_\_\_  
(President or other official title)

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_

State of \_\_\_\_\_.

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Seal)

(TO BE SUBMITTED WITH BID)

**ENCLOSURE A-3**  
**EMPLOYMENT PRACTICES**  
**(FOR NON-CONSTRUCTION CONTRACTORS & SUBCONTRACTORS ONLY)**

**To Be Prepared By:**

**Non-construction Prime Contractors and first tier subcontractors or suppliers with a contract greater than \$10,000.**

**Name of Project:** \_\_\_\_\_

**Location of Workforce:** \_\_\_\_\_

**Prime Contractor:** \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_

In keeping with Airport policy of nondiscrimination in employment practices, the

\_\_\_\_\_ has set as a one year goal for the utilization of  
 (Company Name)

minorities and females having requisite skills equal to be number and percentage

that is in relation to their presence in the labor market area used, which is \_\_\_\_\_ % for minorities and

\_\_\_\_\_ % for females. The \_\_\_\_\_, by its \_\_\_\_\_  
 (Company Name) (Company Representative)

assures the Airport that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative. (If more than 50 employees and a contract of \$50,000 or more is contemplated, an Affirmative Action Plan per Enclosure A-4 is supplied in lieu of this narrative and is submitted when called for by the Airport.)

\_\_\_\_\_  
 Signature and Title of Company Official (Contractor)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature and Title of Company Official (Subcontractor)

\_\_\_\_\_  
 Date

**ENCLOSURE A-4**  
**REQUIREMENTS CONCERNING THE SUBMISSION OF AN**  
**AFFIRMATIVE ACTION PLAN**  
**(FOR NON-CONSTRUCTION CONTRACTORS)**

Where the non-construction prime contractor or subcontractor has 50 or more employees and is participating in contracts with the Airport which exceed \$50,000, an Affirmative Action Plan must be submitted to the Airport's Office of Emerging Business Enterprise Development.

At a minimum, in accordance with the RFQ/RFP/IFB the following information must be provided in your Affirmative Action Plan:

- I. Equal employment policy statement for the employment of minorities and women.
  - A. How and to whom was policy statement circulated?
    1. Internally (within your company)
    2. Externally (all sources used for recruitment).
  - B. Who is or will be responsible for the implementation of these policies?
- II. Goals and Timetables for hiring minorities and women for the next year, or duration of this contract, whichever is greater, including:
  - A. Total employees expected to be employed in each job category (use job categories shown on EEO-1 form).
  - B. Group employees (Blacks, Hispanics, women, etc.) in each job category.
  - C. Labor market availability group information - availability of minorities and women. With the exception of Construction Contractors, use this information to establish the goals required in Item "e" (contact State employment office to get this information).
  - D. Number of expected job opportunities. If not expected, goals as required in Item "e" must still be established to allow for unexpected hiring.
  - E. Goals number and percent of minorities and women to be reached.
  - F. If goals are not reached within the period specified, when called for you must justify the reasons for not meeting the goals by demonstrating the good faith efforts used to meet the goals.
- III. Development and Execution of Program
  - A. Method to be used for recruiting job applicants.
    1. Recruiting efforts should be directed towards schools, colleges, universities, newspapers, radio, state employment offices, churches, social and employment agencies and other sources appropriate for your needs, i.e., labor unions.
    2. These efforts when called for must be substantiated by written documentation.
  - B. Method used for evaluating program.

## REQUIREMENTS CONCERNING PRIME AND SUB-CONTRACTORS

Project Name: \_\_\_\_\_

In accordance with Federal Regulations 49 CFR, Part 26.11, the Office of Emerging Business Enterprise Development is required to create and maintain a bidders list on all Prime and Sub-Contractors that seek to participate on Airport Federally assisted contracts. Please complete this information in its entirety.

### PRIME CONTRACTOR

(This information must be provided on the Prime bidder on this Project)

Name of Firm: \_\_\_\_\_

Federal Tax ID No: \_\_\_\_\_ **(\*\*\*must provide\*\*\*)**

☐ Certified ACDBE   ☐ Certified DBE   ☐ Non-DBE

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Date Business Established (Month, Day and Year): \_\_\_\_\_

Gross Sales in Dollars Last FY:      ☐ Less than \$500,000      ☐ \$500,000 - \$1 million  
    ☐ \$1 million - \$2 million      ☐ \$2 million - \$5 million  
    ☐ Over \$5 million

### SUB-CONTRACTOR(S)

(This information must be provided for all sub-contractor(s) proposed to work on this Project)

\*\*\*Please attach additional papers if you need more space\*\*\*

Name of Firm	Certified DBE/ACDBE		Year Firm Established	Approximate Annual Gross Sales
	Yes	No		

I certify the above information contained in this document is true and accurate as of the stated date. I understand FALSE or misleading statements may disqualify the firm from participation on Airport Federally assisted contracts.

\_\_\_\_\_  
Title of Person Authorized to Sign

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT B

# DISADVANTAGED BUSINESS ENTERPRISE/AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (DBE/ACDBE) UTILIZATION

## DEPARTMENT OF TRANSPORTATION POLICY

It is the policy of the Department of Transportation that socially and economically Disadvantaged Business Enterprise/Airport Concessions Disadvantaged Business Enterprise (DBE/ACDBEs), as defined at Title 49 Code of Federal Regulations, Part 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE/ACDBE requirements of 49 CFR, Part 23 and 26, shall apply to any agreement resulting from this procurement.

Participants in this procurement agree to ensure that DBE/ACDBEs, as defined at 49 CFR, Part 23 and 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, the Proposers/Bidders/Qualifiers shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23 and 26, and the Airport's DBE/ACDBE Program to ensure that DBE/ACDBEs have the maximum opportunity to compete for the performance of contracts. Neither the Proposers/Bidders/Qualifiers nor the selected contractor shall discriminate on the basis of race, color, national origin or sex in the performance of a resulting DOT-assisted contract.

## I. OVERALL GOALS

The term **"disadvantaged business"** means a small business concern, which is at least 51 percent owned by one or more socially and economically disadvantaged persons or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

**"Socially and economically disadvantaged individuals"** means a citizen of the United States (or lawfully admitted permanent resident) who meets the criteria set forth in 49 C.F.R. Section 26.5. The Airport annually sets an overall DBE/ACDBE goal and triennially sets an DBE/ACDBE goal for work to be performed under Airport contracts, including construction activity procurement of common goods and services, personal service contracts, concessions and rental car contracts. While the expected percentage of certified DBE/ACDBE utilization may vary from contract to contract due to the availability of DBE/ACDBEs in any given line of work, the Airport believes that overall goals to be realistically obtainable over time with the assistance of the federal government, the business community, and DBE/ACDBE organizations.

In order to meet Federal requirements and to provide for maximum participation of certified DBE/ACDBEs, the Airport specifies a percentage of participation goals in contracts with subcontracting opportunities (the percentage may be zero).

## II. CONTRACT GOALS

**The Airport has specified a contract specific DBE/ACDBE goal for the work to be performed under this contract.**

- A. When a DBE/ACDBE participates in a contract, you count only the value of the work actually performed by the DBE/ACDBE toward the DBE/ACDBE goals.
  - 1. Count the entire amount of that portion of a contract (or other contract not covered by Paragraph (A) (2) of this section) that is performed by DBE/ACDBEs own forces. Include the cost of supplies and materials obtained by the DBE/ACDBEs for the work of the contract, including supplies purchased or equipment leased by the DBE/ACDBEs (except supplies and equipment the DBE/ACDBEs subcontractor purchases or leases from the prime contractor or its affiliate).

2. Count the entire amount of fees or commissions charged by an DBE/ACDBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE/ACDBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE/ACDBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE/ACDBE goals only if the DBE/ACDBE subcontractor is itself a DBE/ACDBE. Work that a DBE/ACDBE subcontracts to a non-DBE/ACDBE firm does not count toward DBE/ACDBE goals.
  - a) When a DBE/ACDBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE/ACDBE performs with its own forces toward DBE/ACDBE goals.
  - b) Count expenditures to a DBE/ACDBE contractor toward DBE/ACDBE goals only if the DBE/ACDBE is performing a commercially useful function on that contract.
4. A DBE/ACDBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE/ACDBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (when applicable) and paying for the material itself. To determine whether a DBE/ACDBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE/ACDBE credit claimed for its performance of the work, and of the relevant factors DBE/ACDBE does not perform a commercially if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to:

#### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRMS ONLY**

- a) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- b) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business; if the person both owns and operates distribution equipment for long-term lease agreement and not on an ad hoc or contract by contract basis.
- c) Packagers, brokers, manufacturers', representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
- d) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals.

Sixty percent of the total dollar value will be counted in the case of a DBE/ACDBE supplier that is not a manufacturer, provided that the DBE/ACDBE supplier performs a commercially useful function in the supply process to include brokers etc in accordance with 49 CFR 26.55 Paragraph 2b.

## AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION ONLY

ACDBE firms can only be counted if they are performing a commercially useful function as outlined above. Count revenues generated to an ACDBE concessionaire only if the ACDBE is performing a commercially useful function on that contract.

### DBE/ACDBE MANUFACTURER/REAL DEALER PARTICIPATION

The entire amount of fees or commissions charged by an ACDBE firm for a bona fide service will be counted provided that the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. Such services may include, but are not limited to, professional, technical, consultant, legal, security systems, advertising, building cleaning and maintenance, computer programming, or managerial.

One hundred percent (100%) of the cost of goods obtained from a DBE/ACDBE manufacturer will be counted. The term manufacturer has the same meaning as in Part 26, Section 26.55(e) (1) (ii). One hundred percent (100%) of the cost of goods purchased or leased from a DBE/ACDBE regular dealer will be counted. The term "regular dealer" has the same meaning as in Part 26, Section 26.55(e) (2) (ii). Credit will be counted toward DBE/ACDBE goals for goods purchased from a DBE/ACDBE which is neither a manufacturer nor a regular dealer as follows:

Count the entire amount of fees or commissions charged for assistance in the procurement of the goods, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the goods themselves.

Count the entire amount of fees or transportation charges for the delivery of goods required for a concession, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of goods themselves.

If a firm has not been certified as a DBE/ACDBE in accordance with the standards in this part, do not count the firm's participation toward DBE/ACDBE goals.

## III. BIDDING REQUIREMENTS, TERMS AND CONDITIONS

- A. In addition to any other requirements contained in this Invitation to Bid or Request for Proposal or Qualifications, the following DBE/ACDBE Program requirements must be satisfied, bid/proposals must include a representation that:

1. The Proposer/Bidder/Qualifier has met the goal established by the Airport for this procurement, or
2. The Proposer/Bidder/Qualifier has made a good faith effort to attain the level of DBE/ACDBE participation sought by the Airport for this procurement

Each Proposer/Bidder/Qualifier must include a statement in **Attachment B-1** (Declaration of Proposed DBE/ACDBE Utilization) of the level of DBE/ACDBE participation attained through such effort. This submittal is regarded as a matter of bid responsiveness. Failure to make these submittals will serve to disqualify the bid as non-responsive to this Invitation to Bid.

- B. Each Proposer/Bidder/Qualifier should also prepare a complete DBE/ACDBE Participation Plan that sets forth the extent of DBE/ACDBE involvement in this procurement, these materials are to be provided upon request, and will be considered in determining Proposer/Bidder/Qualifier responsibility.

- C. DBE/ACDBE participation plans shall include the following minimum information:

1. DBE/ACDBE Participation Schedule, (**Attachment B-3**) which includes:

- a) Names, addresses and contact persons of the DBE/ACDBE entities that will participate in the contract;
- b) A description of the work each named DBE/ACDBE will perform;
- c) The dollar amount (projected revenue) of the participation of each named DBE/ACDBE
- d) Federal Tax Identification Number

All proposed certified DBE/ACDBE firms must complete **Attachment B-2 (DBE/ACDBE AFFIDAVIT)** and **Attachment B-4A (Letter of Intent-Certified DBE/ACDBE)**, and copies of sub agreements must be submitted for each DBE/ACDBE firm whose participation is proposed for the performance of this contract as a subcontractor/consultant or joint venture.

- 2. If the DBE/ACDBE goal is not met, the Proposer/Bidder/Qualifier must document in **Attachment B-5 (Good Faith Efforts Guidelines)** the good faith efforts it made to include DBE/ACDBE participation in the contract. The documentation of the effort is discussed in greater in paragraph (E) of this Section.
- 3. Non-Certified DBE/ACDBE and SBE Participation Schedule (**Attachment B-6**), which includes:
  - e) Names, addresses and contact persons of the non DBE/ACDBE and SBE entities that will participate in the contract;
  - f) A description of the work each named non DBE/ACDBE and SBE will perform;
  - g) The dollar amount (projected revenue) of the participation of each named non DBE/ACDBE and SBE
  - h) Federal Tax Identification Number

(For SBE qualifications, refer to the *Small Business Certification Verification Process* attached to this Guidelines)

All proposed non-certified DBE/ACDBE and SBE must complete **Attachment B-4B (Letter of Intent-Non-Certified DBE/ACDBE and SBE)** and copies of sub agreements must be submitted for each non-certified DBE/ACDBE and SBE firm whose participation is proposed for the performance of this contract as a sub-contractor/consultant or joint venture.

- 4. Second/Third Tier Sub-contractor/consultant Participation Schedule (**Attachment B-8**), which includes:
  - i) Name of 2<sup>nd</sup>/3<sup>rd</sup> tier sub-contractor/consultant
  - j) First tier sub-contractor/consultant with agreement with the 2<sup>nd</sup>/3<sup>rd</sup> tier sub;
  - k) Identification whether 2<sup>nd</sup>/3<sup>rd</sup> tier is certified or non-certified DBE/ACDBE
  - l) Federal Tax Identification Number
  - m) Address and contact person
  - n) Description of the work each named for each 2<sup>nd</sup>/3<sup>rd</sup> tier sub-contractor/consultant will perform;
  - o) The dollar amount (projected revenue) of the participation of each named DBE/ACDBE

All sub agreements must be submitted for each of the 2<sup>nd</sup>/3<sup>rd</sup> tier subcontractor/consultant whose participation is proposed for the performance of this contract as a 2<sup>nd</sup>/3<sup>rd</sup> sub-contractor/consultant.

- 5. Request for **emergency** addition-conditional approval to utilize a subcontractor/consultant can be submitted by completing **Attachment B-9 (Emergency Addition-Conditional Approval of Subcontractor/consultant)**. The Contractor shall make assurances that all subcontractors listed in Attachment B-9 who are utilized towards the fulfillment of a DBE/ACDBE goal will be performing a commercially useful function as outlined in 49 CFR PART 26 and 23. If it is discovered that the DBE/ACDBE is not performing or has not performed a commercially useful function, the Prime Contractor will immediately notify the EBED Office of its findings. **THE APPROVAL OF THIS FORM IS CONDITIONAL.** FINAL APPROVAL WILL NOT BE GRANTED until all EBED A & B FORMS are completed & contractual agreements are signed and provided to the EBED OFFICE WITH

IN 5 DAYS OF SIGNATURE. This addition MUST BE APPROVED BY THE AIRPORT DIRECTOR AND CITY OF CLEVELAND BOARD OF CONTROL. If this contract is subject to STATE OF OHIO PREVAILING WAGE OR FEDERAL DAVIS BACON (WAGE & HOUR) requirements the Contractor and sub-contractor are required to follow all contractual obligations related to Wage & Hour on all Department of Port Control/City of Cleveland contracts. If the wage & hour information is not submitted, payment to the Contractor can be stopped or the project can be stopped entirely. All other provisions regarding additions of sub-contractors/consultants must be followed and applied herein.

6. The following standards shall be applied in assessing the responsibility of the DBE/ACDBE plan submitted:
  - a) Whether the participation plan contains capable currently certified DBE/ACDBE firms.
  - b) Whether the firms listed in the plan are performing a commercially useful function
  - c) Whether the listed firms are sharing monetary benefit in proportion to their share of the work of the project.
  - d) Whether the plan exhibits a likelihood of goal attainment.
  - e) Whether the prime/sub relationships are firm, i.e., whether conditional subcontractors have been entered.

- D. The contractor must receive the approval of the Airport's Emerging Business Enterprise Development Office **before** termination, addition and or making substitution for any subcontractors listed in its DBE/ACDBE and Non-DBE/ACDBE and SBE plans.

Airport certified DBE/ACDBE entities are eligible for inclusion in a plan. Consult the DBE/ACDBE Directory at [www.ohioucp.org](http://www.ohioucp.org). Also, the Airport Office of Emerging Business Enterprise Development is available for assistance in ascertaining certification status of DBE/ACDBEs. Applications for certification may be obtained at [www.ohioucp.org](http://www.ohioucp.org). All applications must be made through the Ohio Unified Certification Program (UCP) Application. **For all bids, firms seeking to be counted toward participation at the time of contract award must be certified prior to the bid/proposal submission date. For all proposals and statements of qualifications, all firms to be counted toward participation at the time of the contract award must be certified by the time of final contract negotiations.**

- 1) The Airport will attempt to certify proposed DBE/ACDBE entities prior to bid; however it will not consider certification not completed prior to submittal of bids.
  - 2) DBE/ACDBEs seeking to perform on RFP/Q's must complete the B forms at the time of proposal/qualification submission. **All B forms for RFP/Q's must be finalized and ALL DBE/ACDBEs MUST BE CERTIFIED BY FINAL NEGOTIATIONS.**
  - 3) Proposer/Bidder/Qualifier should not rely upon the approval of the certification applications submitted for this bid/proposal by its proposed DBE/ACDBEs due to the time it takes to review and approve an application.
  - 4) However, substitution of DBE/ACDBE entities appearing in a plan may be permitted where the Disadvantaged Business Enterprise Liaison Officer (DBELO) determines that such substitution will not result in an abuse of the DBE/ACDBE Program. The burden of demonstrating the propriety of such substitution lies with the Proposer/Bidder/Qualifier seeking such substitution. Denial of certification is final for the pending contract. Any person denied certification may appeal such decision in accordance with the provisions of 49 CFR, Part 26 Section 28.89, which is reproduced as part of the Joint Certification Application.
- E. The Proposer's/Bidder's/Qualifier's commitment to a specific goal for DBE/ACDBE utilization as detailed in its DBE/ACDBE Plan shall constitute a presumption that good faith efforts to meet the DBE/ACDBE goal by subcontracting to or undertaking to joint venture with DBE/ACDBE firms have been made. If the Proposer/Bidder/Qualifier fails to meet the goal, it will carry the burden of furnishing sufficient documentation, demonstrating its good faith efforts, by utilization.

The standard by which the Airport will determine whether the efforts made by a Proposer/Bidder/Qualifier were good faith efforts is whether such efforts could be reasonably be expected to produce sufficient DBE/ACDBE participation to meet the goals set for this procurement in reaching this decision, the Airport may consider all efforts advanced by the Proposer/Bidder/Qualifier as well as the following:

1. Did the contractor attend any scheduled pre-solicitation or pre-bid meetings to inform DBE/ACDBEs of contracting and subcontracting opportunities?
  2. Did the contractor advertise in general circulation, trade association and minority-focus media concerning the subcontracting opportunities?
  3. Did the contractor provide written notice to a reasonable number of specific DBE/ACDBE that their interest in the contract was being solicited, in sufficient time to allow the DBE/ACDBEs to participate effectively?
  4. Did the contractor/supplier follow up with the DBE/ACDBE firms interested in participating?
  5. Did the contractor/supplier select portions of work to be done by DBE/ACDBEs (including dividing contracts into economically feasible units to facilitate participation)?
  6. Did the contractor provide adequate information about plans, specifications, and/or contracting requirements?
  7. Did the contractor negotiate in good faith with interested DBE/ACDBEs, not rejecting DBE/ACDBEs as unqualified without sound reasons?
  8. Did the contractor make efforts to provide assistance to obtain bonding, lines of credit, or insurance?
  9. Did the contractor effectively use the services of available minority and female organizations, contractors' groups, state and local offices, etc., that have knowledge of available DBE/ACDBE firms or the names or organizations to locate such firms?
- F. In the event a contract is awarded as a result of this procurement, the DBE/ACDBE Participation Plan submitted by the successful Proposer/Bidder/Qualifier and the terms, conditions and requirements contained in this notice shall become an integral part of the contract, binding said Proposer/Bidder/Qualifier to full and faithful performance in accordance with said plan.
- G. Any award resulting from the procurement shall be and is conditioned upon the attainment of the aforesaid goals or the satisfactory showing of good faith efforts to attain said goals.
- H. All successful Proposers/Bidders/Qualifiers must submit all the required documents to project managers prior to EBED final written approval to proceed (i.e. fully executed contract, that includes Purchase Order, Certification Request, Signature page of the contract between successful Proposers/Bidders/Qualifiers with the City of Cleveland, City Ordinance, Board Control Resolution (*all proposed DBE/ACDBEs, Non DBE/ACDBEs and SBEs should be listed*), all Sub-contractual/consultant Agreements, Post Project Summary and Project Contract Summary). Affirmative Action and/or EEO-1 forms are to be submitted to the EBED Office bi-annually.
- I. During the performance of any resulting contract and for a period of up to three (3) years following completion of the contract work, the Airport may initiate reviews for compliance with the requirements of the Airport's DBE/ACDBE/SBE Program and the successful Proposer's/Bidder's/Qualifier's (hereinafter "*Contractor*") DBE/ACDBE Participation Plan; such reviews will require the submissions of a payment or revenue reports (**Enclosure B-7A** Monthly Payment Compliance Report) and weekly Prevailing Wage reports to the EBED Office or project manager and/or review of monthly statements, invoices, canceled checks, desk audits and/or onsite reviews. Where a Contractor is found by the Airport to have failed to comply with the requirements of the DBE/ACDBE Program or the Contractor's DBE/ACDBE Participation Plan, the Contractor will be required to take corrective action. If corrective action is not promptly taken by the offending Contractor, the following sanctions may be imposed (singly, in any combination and in addition to any other remedies provided by law or equity):

1. The Airport may withhold all further payments under the contract.
2. The Contractor may be ordered to stop work
3. The contract may be terminated for breach.
4. Suspension or debarment proceedings may be commenced in accordance with 49 CFR, Part 29.
5. The Director of Purchasing and Supplies may find the defaulting contractor non-responsible in respect to other solicitations for a stated period of time.
6. The relevant performance bond(s) may be enforced.
7. The contract payments may be reduced by an amount equal to that designated in the DBE/ACDBE plan for DBE/ACDBE participation.

Reviews for non-federally funded projects (i.e. construction project, professional services projects, requirement projects) will require the submissions of a payment or revenue reports (Enclosure B-7B Monthly Payment Compliance Report) and weekly Prevailing Wage reports to the EBED Office or project manager.

- J. Upon completion of the project (or portion of the project for partial releases of retainage) or completion of any subcontractor/subconsultant/subconcessionaire portion of the project, and upon receipt of all required documentation and deliverables, the Airport will approve release of retainage or portions thereof directly to the Contractor/Consultant. The Contractor/Consultant shall release retainage due to each subcontractor/sub consultant or material supplier within ten (10) days following Owner's payment to the Contractor/Consultant for work completed or material supplied.
- K. Agreements between a supplier/contractor and DBE/ACDBE in which the latter promises not to provide subcontracting quotations to other suppliers/contractors are prohibited.
- L. The Contractor will keep records and documents for three (3) years following performance of this contract to indicate compliance with this notice. Such records and, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the Airport and will be submitted to Airport upon request with any other compliance information which such representative may require.
- M. If at any time, the Department of Transportation or the Airport has reason to believe that any person or firm has willfully or knowingly provided incorrect information or made a false statement, it may refer the matter to the General Counsel of the Department of Transportation. They may initiate debarment proceedings in accordance with 41 CFR 1-1.604 and 12-1.602 and/or refer the matter to the Department of Justice under 18 U.S.C. 1001, as they deem appropriate.
- N. Proposers and Contractors agree to be bound by all the requirements, terms and conditions of this notice.
- O. Nothing in this notice shall be interpreted to diminish the present contract compliance review.

## ENCLOSURE B-1

DECLARATION OF PROPOSED DISADVANTAGED BUSINESS ENTERPRISE/AIRPORT  
CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (DBE/ACDBE) UTILIZATION

THIS PAGE MUST BE COMPLETED BY PRIME PROPOSER/BIDDER/QUALIFIER TO INDICATE THE AMOUNT (PERCENTAGE)  
OF DBE/ACDBE PARTICIPATION.

The undersigned, as a representative of the entity, \_\_\_\_\_, is submitting a bid/proposal for the \_\_\_\_\_ project, hereby acknowledges that the DBE/ACDBE goal established for this project is \_\_\_\_\_ %.

Note: Proposer/Bidder/Qualifier shall make one of the two certifications noted below:

1. ☐ The Proposer/Bidder/Qualifier further represents that the proposed level of DBE/ACDBE participation as set forth in the enclosed Schedule of DBE/ACDBE participation for this project is \_\_\_\_\_ % and represents attainment of the DBE/ACDBE participation goal Letters of Intent confirming the proposed participation of the DBE/ACDBEs set forth on the Schedule of DBE/ACDBE Participation are attached.
2. ☐ The Proposer/Bidder/Qualifier further represents that the proposed level of DBE/ACDBE participation as set forth in the enclosed Schedule of DBE/ACDBE participation for this project is \_\_\_\_\_ %. However, this level of DBE/ACDBE participation is less than the goal established for this project. The Proposer/Bidder/Qualifier has attached:
  - a. the Schedule of DBE/ACDBE participation showing the level of DBE/ACDBE participation the Proposer/Bidder/Qualifier has been able to obtain, supplemented with Letters of Intent confirming the proposed participation of the DBE/ACDBEs set forth on the Schedule of DBE/ACDBE Participation; and,
  - b. documentation of the Proposer's/Bidder's/Qualifier's good faith efforts to achieve the goal established for this project. This documentation shall include Certificates of DBE/ACDBE Unavailability for each contacted by the prime Proposer/Bidder/Qualifier which will not be participating in performance of the contract). The documentation of the efforts is discussed in greater detail in the Good Faith Efforts section.

Date

Representative of  
Proposer/Bidder/Qualifier

Title

(TO BE SUBMITTED WITH BID/PROPOSAL)

**ENCLOSURE B-2**  
**DBE/ACDBE AFFIDAVIT**

**THIS PAGE IS TO BE COMPLETED BY ALL DISADVANTAGED BUSINESS ENTERPRISE/AIRPORT  
CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (DBE/ACDBE) PROPOSED TO PARTICIPATE  
ON THIS PROJECT.**

I hereby declare and affirm that I am (company representative) \_\_\_\_\_ and  
duly authorized representative of the \_\_\_\_\_  
\_\_\_\_\_ (name of corporation or joint venture) whose  
address is \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM THAT I AM A DISADVANTAGED BUSINESS ENTERPRISE/AIRPORT  
CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (DBE/ACDBE) AS DEFINED BY 48 CFR  
Part(s) 23 or 26. I WILL PROVIDE INFORMATION AND/OR THE CERTIFICATION TO DOCUMENT THIS  
FACT (attach copy of certification).

I DO SOLEMNLY SWEAR OR DECLARE AND AFFIRM THAT THE CONTENTS OF THE FOREGOING  
STATEMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE  
FIRM, TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Date)

State of \_\_\_\_\_ )

City and County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned  
officer personally appeared.

\_\_\_\_\_, known to me to be the person described in the  
abovementioned Affidavit, and acknowledged that he/she executed the same in the capacity therein  
stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(SEAL)

## ENCLOSURE B-3

**CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE/AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE  
(DBE/ACDBE) PARTICIPATION PLAN**

Name of Prime Contractor				Total Bid/Proposal Amount			
Name of Project							
Project/Contract No							
***All firms must provide FEDERAL TAX ID NUMBER and must complete and sign a EIA form***							
Name of CERTIFIED DBE/ACDBE	Federal Tax ID (must provide)	Address	Contact Person	Scope of Work	Percent Participation	Dollar Value of Work	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
Total DBE/ACDBE Dollars (%)							

The undersigned will enter into formal agreement with the certified DBE/ACDBEs listed above for work in this schedule conditioned upon the award of a contract by the Cleveland Airport System.

Signature of Prime Contractor Representative

Phone Number

Date

## ENCLOSURE B-4A

LETTER OF INTENT TO PERFORM AS A CERTIFIED DBE/ACDBE SUB-  
CONTRACTOR/CONSULTANT

*This form is to be completed by Prime Contractors and Consultants and ALL certified DBE and ACDBE Sub-contractors and Sub-consultants.*

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

**TO BE COMPLETED BY PRIME CONTRACTOR/CONSULTANT**

Prime Contractor/Consultant: \_\_\_\_\_  
(FEDERAL TAX ID -- MUST PROVIDE \_\_\_\_\_)

I am the \_\_\_\_\_ and duly authorized representative of the (firm of)  
\_\_\_\_\_, which intends to perform work for the above project  
operating as (*strike out conditions that do not apply*) an individual, a Company, a Corporation, organized  
and existing under the law of the State of \_\_\_\_\_, or a Proprietorship, a Partnership, or Joint  
Venture consisting of:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO BE COMPLETED BY CERTIFIED SUB-CONTRACTORS/CONSULTANTS**

DBE/ACDBE Subcontractors/consultants: \_\_\_\_\_

The firm I represent is a Disadvantaged Business Enterprise/Airport Concession Disadvantaged Business Enterprise which is currently certified by the Ohio Unified Certification Program as DBE/ACDBE with a certification date of \_\_\_\_\_. My firm is certified to perform work in the following areas: (Please provide a description of ALL work along with the NAICS Code for which your firm is certified):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned is prepared to perform the following described work in connection with the above project:  
(Specify in appropriate detail particular work items or parts to be performed along with NAICS Code for this project only. Also, please provide associated pricing with work outlined)

<u>Type of Work and Items</u>	<u>Price Associated</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows (Do not leave the chart below blank. Information is to be provided for ALL procurements with the exception of RFQ's (task order) and concessions (ACDBE) projects.

If the chart below has not been completed the form will be considered INCOMPLETE and will be returned and potentially delay the procurement process):

<u>Type of Work and Items</u>	<u>Work Hours Involved</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

**REPRESENTATION TO UTILIZE 2<sup>ND</sup>/3<sup>RD</sup> TIER SUB-CONTRACTOR/CONSULTANTS**

I further represent that \_\_\_\_\_ percent (\_\_\_\_ %) of the dollar value of my subcontract will be performed by 2<sup>nd</sup>\_\_\_\_/3<sup>rd</sup>\_\_\_\_ tier contractors and/or suppliers, which are: \_\_\_\_\_certified/\_\_\_\_\_not certified by the Disadvantaged Business Enterprise/Airport as an Airport Concession Disadvantaged Business Enterprise. (Please provide 2<sup>nd</sup>/3<sup>rd</sup> tier sub information on form B-7).

NOTE: All sub-contractor/consultant agreements with certified and or non-certified sub-contractors and sub-consultants must be provided to the Airport prior to issuance of the DBE/ACDBE Notice to Proceed (NTP). Delay in receipt of this information can directly impact the project timeline.

**TO BE COMPLETED BY CERTIFIED SUB-CONTRACTOR/CONSULTANTS**

The undersigned DBE/ACDBE will enter into a formal agreement for the above work with \_\_\_\_\_ (Prime contractor/consultant) conditioned upon your execution of a contract with the Airport.

Respectfully submitted, this

\_\_\_\_\_ Day \_\_\_\_\_, 20\_\_\_\_

(Certified DBE or ACDBE Firm Name)

(Address)

(Signature)

(Name Typed)

(Title)

(SEAL IF PROPOSER IS A CORPORATION)

## ENCLOSURE B-4B

LETTER OF INTENT TO PERFORM AS A NON-CERTIFIED DBE/ACDBE and SBE  
SUBCONTRACTOR/SUBCONSULTANT

This form is to be completed by Prime Contractors and Consultants and ALL NON-CERTIFIED DBE, ACDBE and SBE Subcontractors and Sub-consultants.

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

TO BE COMPLETED BY PRIME CONTRACTOR/CONSULTANT

Prime Contractor/Consultant: \_\_\_\_\_

(Federal Tax ID Number – MUST PROVIDE \_\_\_\_\_)

I am the \_\_\_\_\_ and duly authorized representative of the (firm of) \_\_\_\_\_, which intends to perform work for the above project operating as (*strike out conditions that do not apply*) an individual, a Company, a Corporation, organized and existing under the law of the State of \_\_\_\_\_, or a Proprietorship, a Partnership, or Joint Venture consisting of:

TO BE COMPLETED BY NON-CERTIFIED SUB-CONTRACTORS/CONSULTANTS

Sub-Contractor/Consultant: \_\_\_\_\_

I am the \_\_\_\_\_ and duly authorized representative of the (firm of) \_\_\_\_\_, which intends to perform work for the above project operating as (*strike out conditions that do not apply*) an individual, a Company, a Corporation, organized and existing under the law of the State of \_\_\_\_\_, or a Proprietorship, a Partnership, or Joint Venture consisting of:

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows (Do not leave the chart below blank. Information is to be provided for ALL procurements with the exception of RFQ's (task order) and concessions (revenue generating))

projects. If the chart below has not been completed the form will be considered INCOMPLETE and will be returned and potentially delay the procurement process):

<u>Type of Work and Items</u>	<u>Work Hours Involved</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

**REPRESENTATION TO UTILIZE 2<sup>nd</sup>/3<sup>rd</sup> TIER SUB-CONTRACTOR/CONSULTANTS**

I further represent that \_\_\_\_\_ percent (\_\_\_\_ %) of the dollar value of my subcontract will be performed by 2<sup>nd</sup>\_\_\_\_/3<sup>rd</sup>\_\_\_\_ tier subcontractors and/or suppliers, which are: \_\_\_\_ certified / \_\_\_\_ not certified by the Airport as an Airport Concession/Disadvantaged Business Enterprise. (Please provide 2<sup>nd</sup>/3<sup>rd</sup> tier sub information on form B-7).

NOTE: All sub-contractor/consultant agreements with certified and non-certified sub-contractors/consultants must be provided to the Airport prior to issuance of the DBE/ACDBE Notice to Proceed (NTP). Delay in receipt of this information can directly impact the project timeline.

**TO BE COMPLETED BY NON-CERTIFIED SUB-CONTRACTOR/CONSULTANTS**

The undersigned sub-contractor/consultant will enter into a formal agreement for the above work with \_\_\_\_\_ (prime contractor/consultant) conditioned upon the execution of a contract with the Airport.

Respectfully submitted, this

\_\_\_\_\_ Day \_\_\_\_\_, 20\_\_\_\_

(NON-CERTIFIED DBE/ACDBE Firm Name)

(Address)

(Signature)

(Name Typed)

(Title)

(SEAL IF PROPOSER IS A CORPORATION)

## **ENCLOSURE B-5**

### **GOOD FAITH EFFORTS GUIDELINES**

Instructions: In the event a competitor is unable to commit to full attainment of an established DBE/ACDBE contract specific goal, a good faith efforts evaluation must be conducted by the Airport. All competitors must provide documentation demonstrating all of the steps outlined below were taken in attempting to obtain DBE/ACDBE participation. **ALL GOOD FAITH EFFORT DOCUMENTATION MUST BE SUBMITTED AT THE TIME OF BID/PROPOSAL/QUALIFICATION.** With the exception of the RFQ process, the Airport is not allowed to contact potential contractors/consultants prior to selection of the successful bidder/proposer regarding information submitted. If good faith efforts are not submitted at the time of bid/proposal the bidder/proposer will be deemed **NON-COMPLIANT**.

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE/ACDBEs of contracting and subcontracting opportunities;
2. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
3. Whether the contractor provided written notice to a reasonable number of specific DBE/ACDBEs, that their interest in the contract was being solicited in sufficient time to allow the DBE/ACDBEs to participate effectively;
4. Whether the contractor followed up initial solicitations of interest by contacting DBE/ACDBEs to determine with certainty whether the DBE/ACDBEs were interested;
5. Whether the contractor selected portions of the work to be performed by DBE/ACDBEs in order to increase the likelihood of meeting the DBE/ACDBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE/ACDBE participation);
6. Whether the contractor provided interested DBE/ACDBEs with adequate information about the plans, specifications and requirements of the contract;
7. Whether the contractor negotiated in good faith with interested DBE/ACDBEs, not rejecting DBE/ACDBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
8. Whether the contractor made efforts to assist interested DBE/ACDBEs in obtaining bonding, lines of credit, or insurance required by the recipient or contractor; and
9. Whether the contractor effectively used the services of available minority community organizations; disadvantaged contractors' groups; local, state and Federal disadvantaged business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE/ACDBEs.

**\*PLEASE ATTACH ALL SUPPORTING DOCUMENTATION OF THE GOOD FAITH EFFORTS TO THE BID/PROPOSAL/QUALIFICATIONS. COMPETITORS WILL BE DETERMINED NON-COMPLIANT WITHOUT THE APPROPRIATE SUPPORTING GOOD FAITH EFFORTS DOCUMENTATION.**

## NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

CHECK, WHICHEVER IS APPLICABLE:

A. ☐ The undersigned or any controlling shareholder,\* subsidiary, or parent corporation of the undersigned is **NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (If paragraph A. is checked, proceed to the signature line.)

B. ☐ The undersigned or any controlling shareholder,\* subsidiary, or parent corporation **IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (If paragraph B is checked, please either check the stipulation contained in paragraph C or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

C. ☐ The undersigned and all enterprises identified in paragraph B. are **TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND."** A copy of the MacBride Principles can be obtained from the office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

\_\_\_\_\_  
Name of Contractor or Subcontractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

\* "Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

NOTE: Sections 181.23 and 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

}

SS

AFFIDAVIT

\_\_\_\_\_ being first duly  
sworn deposes and says:

Individual only:

That he/she is an individual doing business under the name of \_\_\_\_\_

at \_\_\_\_\_, State of \_\_\_\_\_

Partnership only:

That he/she is the duly authorized representative of a partnership doing business  
under the name of \_\_\_\_\_

\_\_\_\_\_, in the City of \_\_\_\_\_

\_\_\_\_\_, State of \_\_\_\_\_

Corporation only:

That he/she is the duly authorized, qualified and acting \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, a corporation organized

and existing under the laws of the State of \_\_\_\_\_;

and that said individual, said partnership or said corporation, is filing herewith  
a bid to the City of Cleveland in conformity with the foregoing specifications;

Individual only:

Affiant further says that the following is a complete and accurate list of the names  
and addresses of all persons interested in said proposed contract: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Affiant further says that he/she is represented by the following attorneys:

\_\_\_\_\_

and is also represented by the following resident agents in the City of Cleveland:

\_\_\_\_\_

\_\_\_\_\_

Partnership only:

Affiant further says that the following is a complete and accurate list of the names  
and addresses of the members of said partnership:

\_\_\_\_\_

\_\_\_\_\_

Affiant further says that said partnership is represented by the following  
attorneys:

\_\_\_\_\_

and is also represented by the following resident agents in the City of Cleveland:

\_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>3</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.



Requested By: \_\_\_\_\_  
(Department/Office)

**NON-COMPETITIVE BID CONTRACT  
STATEMENT FOR CALENDAR YEAR 2016  
(ALL DEPARTMENTS/OFFICES)**

This statement, properly executed and containing all required information must be completed. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

Entity Name: \_\_\_\_\_

Entity's Mailing Address: \_\_\_\_\_

**COMPLETE SECTION I, II, OR III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.**

**NOTE:** For purposes of this Statement, the "Mayor" and "Mayor's Committee" means Frank G. Jackson and the Frank G. Jackson For A Better Cleveland Committee, respectively.

**SECTION I. TO BE COMPLETED BY NON-PROFIT CORPORATIONS AND GOVERNMENTAL ENTITIES.**

If you are recognized by the IRS as a non-profit corporation or are a governmental entity, mark the appropriate designation below and proceed to the indicated section(s).

\_\_\_\_\_ NON-PROFIT CORPORATION **GO TO SECTIONS III and IV.**

\_\_\_\_\_ GOVERNMENTAL ENTITY **GO TO SECTION IV.**

**SECTION II. TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS, INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS, ESTATES AND TRUSTS.**

The above-named entity is a (Please mark appropriate designation):

\_\_\_\_\_ SOLE PROPRIETORSHIP

\_\_\_\_\_ TRUST

\_\_\_\_\_ INCORPORATED PROFESSIONAL ASSOCIATION

\_\_\_\_\_ ESTATE

\_\_\_\_\_ UNINCORPORATED ASSOCIATION

\_\_\_\_\_ PARTNERSHIP

\_\_\_\_\_ LIMITED LIABILITY COMPANY

\_\_\_\_\_ JOINT VENTURE

For purposes of Section II, a "principal" means an individual, an owner, a partner, a shareholder, a member, an administrator, an executor or trustee connected with the above-named entity, or the spouse of any of them.

**PLEASE READ PARAGRAPHS ( A ) and ( B ) and mark the appropriate paragraph. If paragraph ( B ) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2016 unless Council makes a direct award.**

\_\_\_\_\_ ( A ) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2014 and December 31, 2015 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).

\_\_\_\_\_ ( B ) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2014 and December 31, 2015 that totaled in excess of \$1,000.00.

**SECTION III. TO BE COMPLETED BY NON- PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS.**

\_\_\_\_\_ NON-PROFIT CORPORATION \_\_\_\_\_ FOR-PROFIT CORPORATION  
\_\_\_\_\_ BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

For purposes of Section III, a "principal" means an individual or an entity owning more than 20% of the corporation or business trust or the spouse of any such individual.

**PLEASE READ PARAGRAPHS ( A ) ( B ) ( C ) and ( D ) and mark the appropriate paragraph. If paragraph ( C ) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2016 unless Council makes a direct award. If paragraph ( D ) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.**

- \_\_\_\_\_ ( A ) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2014 and December 31, 2015.
- \_\_\_\_\_ ( B ) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2014 and December 31, 2015 that totaled in excess of \$1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- \_\_\_\_\_ ( C ) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2014 and December 31, 2015 that totaled in excess of \$1,000.00 individual.
- \_\_\_\_\_ ( D ) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

**GO TO SECTION IV.**

**SECTION IV. TO BE COMPLETED BY ALL ENTITIES.**

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief the answers herein are true and complete.

Print Name \_\_\_\_\_ Print Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
(Area Code)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_, who acknowledged that (he/she) did sign the foregoing statement and that the same is (his/her) free act deed, personally and as duly authorized representative of \_\_\_\_\_, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public \_\_\_\_\_  
Date \_\_\_\_\_

**FOR MAYOR'S OFFICE USE ONLY**

\_\_\_\_\_ ELIGIBLE \_\_\_\_\_  
\_\_\_\_\_ INELIGIBLE \_\_\_\_\_  
DATE \_\_\_\_\_

General Decision Number: OH160002 07/22/2016 OH2

Superseded General Decision Number: OH20150002

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/05/2016
3	02/19/2016
4	03/04/2016
5	03/18/2016
6	04/01/2016
7	04/08/2016
8	04/22/2016
9	05/06/2016
10	05/13/2016
11	05/27/2016
12	06/17/2016
13	06/24/2016
14	07/01/2016
15	07/08/2016
16	07/15/2016
17	07/22/2016

BRKY0007-003 06/01/2011

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.29	16.80

-----  
BROH0001-001 07/01/2015

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

Rates	Fringes
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Bricklayer, Stonemason.....\$ 30.10	14.01
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-----  
 BROH0001-004 06/01/2015

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 29.48	12.62
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 BROH0003-002 07/01/2015

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

Rates	Fringes
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Bricklayer, Stonemason.....\$ 28.85	17.91
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-----  
 BROH0005-003 05/01/2015

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

Rates	Fringes
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#### BRICKLAYER

BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS.....\$ 33.81	13.86
SANDBLASTERS.....\$ 34.06	13.86
SEWER BRICKLAYERS & STACK BUILDERS.....\$ 34.31	13.86
SWING SCAFFOLDS.....\$ 34.56	13.86

-----  
 BROH0006-005 06/01/2015

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

Rates	Fringes
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Bricklayer, Stonemason.....\$ 29.48	12.62
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 BROH0007-005 06/01/2015

#### PORTAGE & SUMMIT

Rates	Fringes
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BRICKLAYER.....\$ 30.24	15.21
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 BROH0007-010 06/01/2015

#### PORTAGE & SUMMIT

Rates	Fringes
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MASON - STONE.....	\$ 29.48	12.62
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 BROH0008-001 06/01/2015

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,  
 Middleton, & Unity Townships and the city of New Waterford),  
 MAHONING & TRUMBULL

Rates	Fringes
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BRICKLAYER.....	\$ 27.15	18.19
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 BROH0009-002 06/01/2015

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.  
 Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

Rates	Fringes
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Bricklayer, Stonemason.....	\$ 29.48	12.62
Refractory.....	\$ 29.48	12.62

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 BROH0010-002 06/01/2015

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,  
 Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &  
 Saline Townships)

Rates	Fringes
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Bricklayer, Stonemason.....	\$ 29.48	12.62
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 BROH0014-002 06/01/2015

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek,  
 Saline & Salineville Townships & the Village of Dillonvale)

Rates	Fringes
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Bricklayer, Stonemason.....	\$ 29.48	12.62
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 BROH0016-002 05/01/2015

ASHTABULA, GEAUGA, and LAKE COUNTIES

Rates	Fringes
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Bricklayer, Stonemason.....	\$ 32.03	14.9
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 BROH0018-002 06/01/2015

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon,  
 Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

Rates	Fringes
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Bricklayer, Stonemason.....	\$ 29.48	12.62
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 BROH0022-004 06/01/2015

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN,  
 MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin,  
 Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.48	12.62

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 BROH0032-001 06/01/2015

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.48	12.62

-----  
 BROH0035-002 06/01/2015

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.48	12.62

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 BROH0039-002 06/01/2015

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.00	18.60

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 BROH0040-003 06/01/2015

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND,  
 WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee  
 Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.09	17.18

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above  
 journeyman rate.

Free standing stack work ground level to top of stack;  
 Sandblasting and laying of carbon masonry material in swing  
 stage and/or scaffold; Ramming and spading of plastics and  
 gunniting: \$1.50 per hour above journeyman rate.

"Hot" work: \$2.50 above journeyman rate.

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 BROH0044-002 06/01/2015

	Rates	Fringes
Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 29.48	12.62

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 BROH0045-002 06/01/2015

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.11	13.75

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BROH0046-002 06/01/2015

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.60	16.88

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack;  
 Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

"Hot" work: \$2.50 above journeyman rate.

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 BROH0052-001 06/01/2015

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.48	12.62

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BROH0052-003 06/01/2015

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.10	15.80

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BROH0055-003 06/01/2015

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.12	15.74

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CARP0003-004 05/01/2014

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 25.61	15.10

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CARP0069-003 05/01/2014

## CARROLL, STARK, TUSCARAWAS &amp; WAYNE

	Rates	Fringes
CARPENTER.....	\$ 25.50	13.67

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CARP0069-006 05/01/2014

## COSHOCOTON, HOLMES, KNOX &amp; MORROW

	Rates	Fringes
CARPENTER.....	\$ 23.66	13.05

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CARP0171-002 05/01/2014

## BELMONT, COLUMBIANA, HARRISON, JEFFERSON &amp; MONROE

	Rates	Fringes
CARPENTER.....	\$ 26.02	15.49

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CARP0200-002 05/01/2016

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,  
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,  
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,  
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON  
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 28.70	15.39
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 28.70	15.39

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CARP0248-005 07/01/2008

## LUCAS &amp; WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

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CARP0248-008 07/01/2008

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 23.71	13.28

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CARP0254-002 05/01/2014

## ASHTABULA, CUYAHOGA, GEAUGA &amp; LAKE

	Rates	Fringes
CARPENTER.....	\$ 31.61	14.46

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CARP0372-002 07/01/2008

## ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM &amp; VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 23.18	13.28
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CARP0639-003 05/01/2014		

## MEDINA, PORTAGE &amp; SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 29.59	14.64
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CARP0735-002 05/01/2014		

## ASHLAND, ERIE, HURON, LORAIN &amp; RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 24.80	13.29
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CARP1311-001 05/01/2014		

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,  
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &  
WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 27.39	14.33
Diver.....	\$ 40.58	9.69
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CARP1393-002 07/01/2008		

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,  
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 27.30	16.05
DIVERS - \$250.00 per day		
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CARP1393-003 07/01/2008		

## ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT &amp; WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 25.15	15.92
DIVERS - \$250.00 per day		
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CARP1871-006 06/01/2013		

## BELMONT, HARRISON, &amp; MONROE

	Rates	Fringes
Diver, Wet.....	\$ 47.07	13.92
Piledrivermen; Diver, Dry.....	\$ 31.38	13.92
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CARP1871-008 06/01/2013

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEauga, HURON, LAKE,  
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 44.22	15.49
Piledrivermen; Diver, Dry.....	\$ 29.48	15.49

CARP1871-014 06/01/2013

CARROLL, STARK, TUSCARAWAS &amp; WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 37.40	13.81
Piledrivermen; Diver, Dry.....	\$ 24.93	13.81

CARP1871-015 06/01/2013

COSHOCOTON, HOLMES, KNOX &amp; MORROW

	Rates	Fringes
Diver, Wet.....	\$ 36.53	12.96
Piledrivermen; Diver, Dry.....	\$ 24.35	12.96

CARP1871-017 06/01/2013

MAHONING &amp; TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 39.44	14.16
Piledrivermen; Diver, Dry.....	\$ 26.29	14.16

CARP2235-012 01/01/2014

COLUMBIANA &amp; JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.74	16.41

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA &amp; WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

ELEC0008-002 05/25/2015

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,  
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 37.12	4.5%+18.04

ELEC0032-003 06/01/2014

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &  
 WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,  
 Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 28.32	15.18

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ELEC0032-004 06/01/1998

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,  
 Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 20.27	4.12+a
Groundman Truck Driver.....	\$ 14.43	3.63+a
Lineman.....	\$ 22.52	4.31+a

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of  
 the workday prior to Christmas or New Year's Day

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ELEC0038-002 04/27/2015

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &  
 LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work.....	\$ 37.13	19.88

## FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;  
 Labor Day; Thanksgiving Day; & Christmas Day  
 b. 1 week's paid vacation for 1 year's service; 2 weeks' paid  
 vacation for 2 or more years' service

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ELEC0038-008 04/25/2016

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &  
 LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 26.05	10.90+a+b
Installer Technician.....	\$ 24.80	10.86+a+b

## FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;  
 Labor Day; Thanksgiving Day; & Christmas Day  
 b. 1 week's paid vacation for 1 year's service; 2 weeks' paid  
 vacation for 2 or more years' service

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ELEC0064-003 11/30/2015

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)  
 MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield,  
 Ellsworth, Coitsville, Goshen, Green, Jackson, Poland,  
 Springfield & Youngstown Townships), & TRUMBULL (Hubbard &  
 Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 32.02	13.74

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ELEC0071-001 12/28/2015

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE,  
 FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING,  
 JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston  
 Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN,  
 MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver,  
 Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal  
 Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay,  
 Jefferson, Oxford, Perry, Salem, Rush, Washington & York  
 Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison,  
 Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 32.24	12.34
Groundmen.....	\$ 23.28	10.37
Linemen & Cable Splicers....	\$ 35.82	13.13

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ELEC0071-004 12/28/2015

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI,  
 MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.24	12.34
Groundman.....	\$ 23.28	10.37
Lineman & Cable Splicers....	\$ 35.82	13.13

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ELEC0071-005 12/29/2015

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 31.30	13.07
Municipal Power/Transit Projects.....	\$ 37.34	14.58
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 24.34	11.33
Municipal Power/Transit		

Projects.....	\$ 29.05	12.51
LINE CONSTRUCTION:		
Linemen/Cable Splicer		
DOT/Traffic Signal &		
Highway Lighting Projects....	\$ 34.78	13.94
Municipal Power/Transit		
Projects.....	\$ 41.49	15.61

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ELEC0071-008 12/28/2015

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
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Line Construction		
Equipment Operator.....	\$ 32.24	12.34
Groundman.....	\$ 23.28	10.37
Lineman & Cable Splicers....	\$ 35.82	13.13

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ELEC0071-010 12/28/2015

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,  
STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
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Line Construction		
Equipment Operator.....	\$ 32.24	12.34
Groundman.....	\$ 23.28	10.37
Lineman & Cable Splicers....	\$ 35.82	13.13

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ELEC0071-013 12/28/2015

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
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Line Construction		
Equipment Operator.....	\$ 32.24	12.34
Groundman.....	\$ 23.28	10.37
Lineman & Cable Splicers....	\$ 35.82	13.13

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ELEC0071-014 12/28/2015

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton,  
Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS,  
PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union  
Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &  
Wilkesville Townships)

	Rates	Fringes
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Line Construction		
Equipment Operator.....	\$ 32.24	12.34
Groundman.....	\$ 23.28	10.37
Lineman & Cable Splicers....	\$ 35.82	13.13

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ELEC0082-002 11/30/2015

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
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ELECTRICIAN.....	\$ 28.60	17.60
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ELEC0082-006 11/30/2015

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
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Sound & Communication  
Technician

Cable Puller.....	\$ 10.24	4.91
Installer/Technician.....	\$ 22.75	10.56

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ELEC0129-003 02/29/2016

LORAIN (Except Columbia Township) & MEDINA (Litchfield &  
Liverpool Townships)

	Rates	Fringes
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ELECTRICIAN.....	\$ 32.35	16.24
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ELEC0129-004 02/29/2016

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,  
Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,  
Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
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ELECTRICIAN.....	\$ 32.35	16.24
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ELEC0141-003 09/01/2015

BELMONT COUNTY

	Rates	Fringes
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CABLE SPLICER.....	\$ 32.25	23.67
ELECTRICIAN.....	\$ 28.80	23.06

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\* ELEC0212-003 06/06/2016

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
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Sound & Communication Technician.....	\$ 27.47	17.78
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\* ELEC0212-005 06/06/2016

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
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ELECTRICIAN.....	\$ 27.47	17.78
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ELEC0245-003 08/31/2015

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA,  
PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 42.19	25.20%+\$5.00+a
Groundman/Truck Driver.....	\$ 16.05	25.20%+\$5.00+a
Heli-arc Welding.....	\$ 36.99	25.20%+\$5.00+a
Lineman.....	\$ 36.69	25.20%+\$5.00+a
Operator - Class 1.....	\$ 29.35	25.20%+\$5.00+a
Operator - Class 2.....	\$ 25.68	25.20%+\$5.00+a
Traffic Signal & Lighting		
Technician.....	\$ 33.02	25.20%+\$5.00+a

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

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ELEC0245-004 08/31/2015

#### ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 42.19	25.20%+\$5.00+a
Groundman/Truck Driver.....	\$ 16.05	25.20%+\$5.00+a
Lineman.....	\$ 36.69	25.20%+\$5.00+a
Operator - Class 1.....	\$ 29.35	25.20%+\$5.00+a
Operator - Class 2.....	\$ 25.68	25.20%+\$5.00+a

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

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ELEC0246-006 10/29/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 33.00	26.16

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ELEC0306-005 06/01/2015

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 34.14	16.56

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ELEC0317-002 05/28/2014

GALLIA &amp; LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 32.62	21.45

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ELEC0540-003 06/05/1997

TUSCARAWAS COUNTY (North of Auburn, Clay, Rush &amp; York Townships)

	Rates	Fringes
Line Construction		
Groundman; & Truck Driver...	\$ 14.65	8.18
Line Equipment Operator.....	\$ 19.02	8.69
Lineman; & Cable Splicer....	\$ 21.86	9.01

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ELEC0540-005 12/28/2015

CARROLL (Northern half, including Fox, Harrison, Rose &amp; Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush &amp; York Townships), and WAYNE (South of Baughman, Chester, Green &amp; Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.04	21.78

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ELEC0573-003 06/01/2015

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell &amp; Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman &amp; Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris &amp; Windham Townships), and TRUMBULL (Except Liberty &amp; Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 30.57	16.85

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ELEC0575-001 06/02/2015

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton &amp; Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek &amp; Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union &amp; Marion Townships), ROSS, SCIOTO &amp; VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland &amp; Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 31.70	14.58

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ELEC0648-001 08/31/2015

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan,  
Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 29.39	17.17
ELECTRICIAN.....	\$ 28.89	17.15

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ELEC0673-004 06/01/2015

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne &  
Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden,  
Huntsburg, Montville, Munson, Newbury & Thompson Townships) and  
LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.29	17.11
ELECTRICIAN.....	\$ 33.37	18.05

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ELEC0683-002 05/30/2016

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON,  
PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison,  
Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and  
UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 31.45	15.85
ELECTRICIAN.....	\$ 31.85	17.38

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\* ELEC0688-003 05/30/2016

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley &  
Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard,  
Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown &  
Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT  
(Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships)  
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 28.16	16.34

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ELEC0972-002 06/01/2015

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox,  
Madison, Vinton & Wilkesville Townships), and WASHINGTON  
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 32.74	22.38
ELECTRICIAN.....	\$ 32.49	22.38

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ELEC1105-001 12/28/2015

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller,  
Milford, Hilliar, Butler, Harrison, Pleasant & College

Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.20	15.08

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ENGI0018-003 06/01/2016

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 35.33	14.41
GROUP 2.....	\$ 35.23	14.41
GROUP 3.....	\$ 34.19	14.41
GROUP 4.....	\$ 32.97	14.41
GROUP 5.....	\$ 27.68	14.41
GROUP 6.....	\$ 35.58	14.41
GROUP 7.....	\$ 35.58	14.41

#### OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types;

Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signaller; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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ENGI0018-004 06/01/2016

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and YANDOT COUNTIES

	Rates	Fringes
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## POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 33.84	14.41
GROUP 2.....	\$ 33.72	14.41
GROUP 3.....	\$ 32.68	14.41
GROUP 4.....	\$ 31.50	14.41
GROUP 5.....	\$ 26.04	14.41
GROUP 6.....	\$ 34.09	14.41
GROUP 7.....	\$ 34.09	14.41

## OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Insertor/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer except masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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ENGI0066-023 06/01/2014

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
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POWER EQUIPMENT OPERATOR

ASBESTOS; HAZARDOUS/TOXIC  
WASTE PROJECTS

GROUP 1 - A & B.....\$ 37.55	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	

GROUP 2 - A & B.....\$ 37.22	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	

GROUP 3 - A & B.....\$ 33.49	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	

GROUP 4 - A & B.....\$ 29.54	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	

GROUP 5 - A & B.....\$ 26.15	17.51
HAZARDOUS/TOXIC WASTE PROJECTS	

GROUP 1 - C & D.....\$ 34.42	17.51
HAZARDOUS/TOXIC WASTE PROJECTS	

GROUP 2 - C & D.....\$ 34.12	17.51
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HAZARDOUS/TOXIC WASTE  
PROJECTS

GROUP 3 - C & D.....\$ 30.70	17.51
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 4 - C & D.....\$ 27.08	17.51
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 5 - C & D.....\$ 23.97	17.51
ALL OTHER WORK	
GROUP 1.....\$ 31.29	17.51
ALL OTHER WORK	
GROUP 2.....\$ 31.02	17.51
ALL OTHER WORK	
GROUP 3.....\$ 27.91	17.51
ALL OTHER WORK	
GROUP 4.....\$ 24.62	17.51
ALL OTHER WORK	
GROUP 5.....\$ 21.79	17.51

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile  
Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag  
Attachment; Backhoe; Backhoe with  
Shear attached; Backhoe-Rear Pivotal Swing; Batch  
Plant-Central Mix Concrete; Batch Plant, Portable  
concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug;  
Boring Machine Attached to Tractor; Bullclam; Bulldozer;  
C.M.I. Road Builder & Similar Type; Cable Placer & Layer;  
Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom;  
Compactor with Blade Attached; Concrete Saw (Vermeer or  
similar type); Concrete Spreader Finisher; Combination,  
Bidwell Machine; Crane; Crane-Electric Overhead;  
Crane-Rough Terrain; Crane-Side Boom; Crane-Truck;  
Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not  
trencher or road widener); Double Nine; Drag Line; Dredge;  
Drill-Kenny or Similar Type; Easy Pour Median Barrier  
Machine (or similar type); Electromatic; Frankie Pile;  
Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment  
Robotics Operator/Mechanic; Hoist-Monorail;  
Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum;  
Horizontal Directional Drill Operator; Jackall; Jumbo  
Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader,  
Elevating; Loader, Front End; Loader, Skid Steer;  
Locomotive; Mechanic/Welder; Metro Chip Harvester with  
Boom; Mucking Machine; Paver-Asphalt Finishing Machine;  
Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar);  
Place Crete Machine with Boom; Post Driver (Carrier  
mounted); Power Driven Hydraulic Pump & Jack (When used in  
Slip Form or Lift Slab Construction); Pump Crete Machine;  
Regulator-Ballast; Hydraulic Power Unit not attached to Rig  
for Pile Drillings; Rigs-Drilling; Roto Mill or similar  
Full Lane (8' Wide & Over); Roto Mill or similar type  
(Under 8'); Shovel; Slip Form Curb Machine; Speedwing;  
Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper;  
Tractor-Double Boom; Tractor with Attachments; Truck-Boom;

Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

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IRON0017-002 05/01/2016

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
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IRONWORKER

Ornamental, Reinforcing, & Structural.....	\$ 33.33	20.55
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IRON0017-010 05/01/2016

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
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IRONWORKER

Structural, including metal building erection & Reinforcing.....	\$ 33.33	20.55
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IRON0044-002 06/01/2016

CLINTON (South of a line drawn from Blanchester to Lynchburg),  
HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of  
county inside lines drawn from Marshall to Lynchburg from the  
northern county line through E. Monroe to Marshall) & WARREN  
(South of a line drawn from Blanchester through Morrow to the  
west county line)

	Rates	Fringes
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## IRONWORKER

Fence Erector.....	\$ 25.15	20.20
Ornamental; Structural.....	\$ 26.47	20.20

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IRON0055-003 07/01/2015

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30  
meet through N. Liberty to the northern border & from said Hwy  
junction point due west to the border), DEFIANCE (S. of a line  
drawn from where Rte. #66 meets the northern line through  
Independence to the eastern county border), ERIE (Western 1/3),  
FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville  
to a point 4 miles south of the northern line on the eastern  
line), HENRY, HURON (West of a line drawn from the northern  
border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM  
(East of a line drawn from the northern border down through  
Miller City to where #696 meets the southern border), SANDUSKY,  
SENECA, WILLIAMS (East of a line drawn from Pioneer through  
Stryker to the southern border), WOOD & WYANDOT (North of Rte.  
#30)

	Rates	Fringes
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## IRONWORKER

Fence Erector.....	\$ 20.00	20.13
Flat Road Mesh.....	\$ 20.75	18.00
Tunnels & Caissons Under Pressure.....	\$ 28.50	18.00
All Other Work.....	\$ 29.12	21.47

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IRON0147-002 06/01/2015

ALLEN (Northern half), DEFIANCE (Northern part, excluding south  
of a line drawn from where Rte. #66 meets the northern line  
through Independence to the eastern county border), MERCER  
(Northern half), PAULDING, PUTNAM (Western part, excluding east  
of a line drawn from the northern border down through Miller  
City to where #696 meets the southern border), VAN WERT, and  
WILLIAMS (Western part, excluding east of a line drawn from  
Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
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IRONWORKER.....	\$ 25.39	20.64
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IRON0172-002 06/01/2016

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walkonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
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IRONWORKER.....	\$ 28.12	19.94
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IRON0207-004 06/01/2015

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
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IRONWORKER		
Layout; Sheeter.....	\$ 29.06	22.70
Ornamental; Reinforcing;		
Structural.....	\$ 28.06	22.70

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IRON0290-002 06/01/2015

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
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IRONWORKER.....	\$ 27.00	20.23
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IRON0372-002 06/01/2015

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
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## IRONWORKER, REINFORCING

Beyond 30-mile radius of Hamilton County Courthouse..	\$ 27.25	19.33
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 27.00	19.33

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IRON0549-003 12/01/2015

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM  
(Excluding portion west of a line starting at Adams Mill going  
to Adamsville and going from Adamsville through Blue Rock to  
the south border)

	Rates	Fringes
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IRONWORKER.....	\$ 32.74	17.84
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IRON0550-004 05/01/2015

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to  
Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line  
going through Walhonding & Tunnel Hill to the South Co. line),  
HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte.  
#224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte.  
#224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding  
city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
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Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 26.66	18.36
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IRON0769-004 06/01/2016

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE  
& SCIOTO

	Rates	Fringes
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IRONWORKER.....	\$ 31.33	23.47
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IRON0787-003 06/01/2015

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
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IRONWORKER.....	\$ 30.28	20.15
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LAB00265-008 05/01/2014

	Rates	Fringes
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## LABORER

ASHTABULA, ERIE, HURON,  
LORAIN, LUCAS, MAHONING,  
MEDINA, OTTAWA, PORTAGE,  
SANDUSKY, STARK, SUMMIT,

## TRUMBULL &amp; WOOD COUNTIES

GROUP 1.....	\$ 28.15	9.80
GROUP 2.....	\$ 28.32	9.80
GROUP 3.....	\$ 28.65	9.80
GROUP 4.....	\$ 29.10	9.80

## CUYAHOGA AND GEauga

## COUNTIES ONLY: SEWAGE

## PLANTS, WASTE PLANTS,

## WATER TREATMENT

## FACILITIES, PUMPING

## STATIONS, &amp; ETHANOL PLANTS

CONSTRUCTION.....	\$ 30.76	9.80
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## CUYAHOGA, GEauga &amp; LAKE

## COUNTIES

GROUP 1.....	\$ 29.38	9.80
GROUP 2.....	\$ 29.55	9.80
GROUP 3.....	\$ 29.88	9.80
GROUP 4.....	\$ 30.33	9.80

## REMAINING COUNTIES OF OHIO

GROUP 1.....	\$ 27.72	9.80
GROUP 2.....	\$ 27.89	9.80
GROUP 3.....	\$ 28.22	9.80
GROUP 4.....	\$ 28.67	9.80

## LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID

## THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

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PAIN0006-002 05/01/2016ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the  
East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
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## PAINTER

## COMMERCIAL NEW WORK;

## REMODELING; &amp; RENOVATIONS

GROUP 1.....	\$ 27.77	14.21
GROUP 2.....	\$ 28.17	14.21
GROUP 3.....	\$ 28.47	14.21
GROUP 4.....	\$ 29.47	14.21

## COMMERCIAL REPAINT

GROUP 1.....	\$ 26.27	14.21
GROUP 2.....	\$ 26.67	14.21
GROUP 3.....	\$ 26.97	14.21

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; &  
RENOVATIONS

GROUP 1 - Brush; &amp; Roller

GROUP 2 - Sandblasting &amp; Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges  
& Open Structural Steel; Tanks - Water Towers; Bridge  
Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

## PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; &amp; Roller

GROUP 2 - Sandblasting &amp; Buffing

GROUP 3 - Spray Painting

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PAIN0007-002 07/01/2015FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono,  
Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach,  
Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
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## PAINTER

## NEW COMMERCIAL WORK

GROUP 1.....	\$ 25.67	15.01
GROUP 2.....	\$ 25.22	15.01
GROUP 3.....	\$ 25.47	15.01
GROUP 4.....	\$ 25.57	15.01
GROUP 5.....	\$ 25.67	15.01
GROUP 6.....	\$ 25.97	15.01
GROUP 7.....	\$ 25.97	15.01
GROUP 8.....	\$ 26.27	15.01
GROUP 9.....	\$ 24.81	13.22

REPAINT IS 90% OF JR

# PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

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PAIN0012-008 05/01/2015

## BUTLER COUNTY

	Rates	Fringes
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### PAINTER

GROUP 1.....	\$ 20.73	9.11
GROUP 2.....	\$ 23.39	9.11
GROUP 3.....	\$ 23.89	9.11
GROUP 4.....	\$ 24.14	9.11
GROUP 5.....	\$ 24.39	9.11

## PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

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PAIN0012-010 05/01/2015

## BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
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### PAINTER

HEAVY & HIGHWAY BRIDGES-

## GUARDRAILS-LIGHTPOLES-

## STRIPING

Bridge Equipment Tender and Containment Builder....\$ 20.73	9.11
Bridges when highest point of clearance is 60 feet or more; & Lead	
Abatement Projects.....\$ 24.39	9.11
Brush & Roller.....\$ 23.39	9.11
Sandblasting & Hopper Tender; Water Blasting.....\$ 24.14	9.11
Spray.....\$ 23.89	9.11

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PAIN0093-001 12/01/2015ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and  
WASHINGTON COUNTIES

Rates Fringes

## PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....\$ 30.69	16.15
Power Generating Facilities.\$ 27.54	16.15

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PAIN0249-002 05/01/2016

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY &amp; PREBLE

Rates Fringes

## PAINTER

GROUP 1 - Brush & Roller....\$ 23.29	9.40
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 23.29	9.40
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 24.04	9.40
GROUP 4 - Steeplejack Work..\$ 24.24	9.40
GROUP 5 - Coal Tar.....\$ 24.79	9.40
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....\$ 26.53	9.40
GROUP 7 - Tanks, Stacks & Towers.....\$ 26.93	9.40
GROUP 8 - Bridge Blaster, Rigger.....\$ 32.90	9.40

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PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

Rates Fringes

## PAINTER

Bridge Equipment Tenders and Containment Builders....\$ 27.93	7.25
Bridges; Blasters;	

andRiggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

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PAIN0438-002 12/01/2015

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
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PAINTER

Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 31.88	14.90
Power Generating Facilities.	\$ 28.73	14.90

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PAIN0476-001 06/01/2015

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
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PAINTER

GROUP 1.....	\$ 24.97	11.73
GROUP 2.....	\$ 26.97	11.73
GROUP 3.....	\$ 25.18	11.73
GROUP 4.....	\$ 25.62	11.73
GROUP 5.....	\$ 25.62	11.73
GROUP 6.....	\$ 25.87	11.73
GROUP 7.....	\$ 26.97	11.73

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above  
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

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PAIN0555-002 06/01/2015

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
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PAINTER

GROUP 1.....	\$ 29.52	14.44
GROUP 2.....	\$ 30.87	14.44
GROUP 3.....	\$ 32.23	14.44

GROUP 4.....\$ 34.86 14.44

# PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

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PAIN0603-002 06/01/2012

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
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## PAINTER

Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 20.71	11.00
Brush & Roller.....	\$ 20.00	11.00
Spray; Tank Interior & Exterior.....	\$ 20.53	11.00

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PAIN0639-001 05/01/2011

	Rates	Fringes
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Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c
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FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

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PAIN0788-002 06/01/2015

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
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## PAINTER

Brush & Roller.....	\$ 23.47	11.55
Structural Steel.....	\$ 25.07	11.55

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work on material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

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PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
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PAINTER

Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

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PAIN0841-001 06/01/2015

MEDINA, PORTAGE (South of and including Ohio Turnpike), and SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
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Painters:

GROUP 1.....	\$ 24.88	12.97
GROUP 2.....	\$ 25.53	12.97
GROUP 3.....	\$ 25.63	12.97
GROUP 4.....	\$ 25.73	12.97
GROUP 5.....	\$ 26.13	12.97
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 26.13	12.97

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from Scaffolds, Bridge Work and/or Open Structural Steel, Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or Galvanized, Bridges, Tunnels & Related Support Items (concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,  
Drywall Finisher and Follow-up Man Using Automatic Tools

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PAIN1020-002 04/01/2016

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,  
PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
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PAINTER

Brush & Roller.....	\$ 23.83	11.85
Drywall Finishing & Taping..	\$ 22.53	11.85
Lead Abatement.....	\$ 25.58	11.85
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 24.58	11.85
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 24.08	11.85
Wallcoverings.....	\$ 21.43	11.85

All surfaces 40 ft. or over where material is applied to or  
labor performed on, above ground level (exterior), floor  
level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

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PAIN1275-002 11/01/2015

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS  
& UNION

	Rates	Fringes
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PAINTER

Bridges.....	\$ 34.18	11.26
Brush; Roller.....	\$ 24.70	11.26
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 25.40	11.26
Spray.....	\$ 25.20	11.26
Stacks; Tanks; & Towers.....	\$ 28.21	11.26
Structural Steel & Swing Stage.....	\$ 25.00	11.26

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PLUM0042-002 07/01/2016

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND  
& WYANDOT

	Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 31.95	20.32
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PLUM0050-002 07/04/2016

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,  
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 40.00	24.36
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PLUM0055-003 05/02/2016

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &  
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate  
limits of the city of Hudson)

	Rates	Fringes
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PLUMBER.....	\$ 34.90	23.08
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PLUM0083-001 07/01/2013

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
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Plumber and Steamfitter.....	\$ 25.42	27.83
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PLUM0094-002 05/01/2016

CARROLL (Nortnen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
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PLUMBER/PIPEFITTER.....	\$ 34.53	17.49
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PLUM0120-002 05/02/2016

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power  
House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of  
#303)

	Rates	Fringes
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PIPEFITTER.....	\$ 36.77	22.90
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PLUM0162-002 06/01/2016

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,  
MONTGOMERY & PREBLE

	Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 28.80	20.92
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PLUM0168-002 06/01/2016

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)  
& WASHINGTON

	Rates	Fringes
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PLUMBER/PIPEFITTER.....	\$ 32.58	27.22
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 PLUM0189-002 06/01/2013

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,  
 MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 34.08	20.06
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PLUM0219-002 06/01/2015

MEDINA (Rte. #18 from eastern edge of Medina Co., west to eastern corporate limits of the city of Medina, & on the county road from the west corporate limits of Medina running due west to and through community of Risley to the western edge of Medina County - All territory south of this line), PORTAGE, and SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
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Plumber and Steamfitter.....	\$ 35.42	22.49
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PLUM0392-002 06/01/2016

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
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PLUMBER/PIPEFITTER.....	\$ 31.39	18.77
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PLUM0396-001 06/01/2016

COLUMBIANA (Excluding Washington & Yellow Creek Townships & Liverpool Twp. - Secs. 35 & 36 - West of County Road #427), MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
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PLUMBER/PIPEFITTER.....	\$ 33.50	21.96
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PLUM0495-002 06/01/2016

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 41.08	21.26
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PLUM0577-002 06/01/2016

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 32.60	22.73
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PLUM0776-002 07/01/2015

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT  
COUNTIES

	Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 34.79	20.24
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TEAM0377-003 05/01/2012

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
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TRUCK DRIVER		
GROUP 1.....	\$ 23.38	13.18
GROUP 2.....	\$ 23.80	13.18

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service;  
4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer;  
Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When  
Operated From Cab; 5 Axles & Over; Belly Dump; End Dump;  
Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck  
Mechanic

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TEAM0436-002 05/01/2015

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
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TRUCK DRIVER		
GROUP 1.....	\$ 26.90	14.85
GROUP 2.....	\$ 27.40	14.85

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank,  
Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers,  
Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double  
Hook-Up Tractor Trailers including Team Track & Railroad  
Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor &  
Tandem Trailer, Tag Along Trailer, Expandable Trailer or  
Towing Requiring Road Permits, Ready-Mix (Agitator or  
Non-Agitator), Bulk Concrete Driver, Dry Batch Truck,  
Articulated End Dump

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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: OH160029 07/01/2016 OH29

Superseded General Decision Number: OH20150029

State: Ohio

Construction Type: Residential

County: Cuyahoga County in Ohio.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	05/20/2016
2	07/01/2016

BROH0005-010 05/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 29.79	4.19

ELEC0306-002 06/01/2015

	Rates	Fringes
ELECTRICIAN		
Exceeding four units under		
one roof.....	\$ 37.13	3%+18.77
Four or less units under		
one roof.....	\$ 19.77	11.10

\* ENGI0018-028 06/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(Bulldozer).....	\$ 37.31	14.41

ENGI0066-026 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane.....	\$ 20.87	17.51

LAB00265-004 07/01/2013

	Rates	Fringes
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LABORER (Mason Tender-Brick).....	\$ 21.45	10.90
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 PAIN0707-001 05/01/2012

	Rates	Fringes
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PAINTER (Brush and Roller).....	\$ 22.34	11.74
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 SHEE0033-034 03/01/2014

	Rates	Fringes
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SHEET METAL WORKER (HVAC UNIT INSTALLATION).....	\$ 18.19	10.27
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 SHEE0033-035 07/01/2015

	Rates	Fringes
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SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY).....	\$ 28.90	10.62
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 SUOH2012-007 07/20/2012

	Rates	Fringes
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CARPENTER.....	\$ 18.50	8.33
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CEMENT MASON/CONCRETE FINISHER...	\$ 27.04	0.00
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LABORER: Common or General.....	\$ 15.71	1.71
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OPERATOR: Backhoe/Excavator.....	\$ 16.00	1.33
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OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 29.49	11.16
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PLUMBER.....	\$ 20.00	5.52
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ROOFER.....	\$ 16.85	3.83
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 WELDERS - Receive rate prescribed for craft performing  
 operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
 the scope of the classifications listed may be added after  
 award only as provided in the labor standards contract clauses  
 (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification  
 and wage rates that have been found to be prevailing for the  
 cited type(s) of construction in the area covered by the wage  
 determination. The classifications are listed in alphabetical  
 order of "identifiers" that indicate whether the particular  
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a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

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Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: OH160095 07/08/2016 OH95

Superseded General Decision Number: OH20150095

State: Ohio

Construction Type: Building

County: Cuyahoga County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/05/2016
3	02/19/2016
4	05/06/2016
5	05/27/2016
6	06/17/2016
7	07/01/2016
8	07/08/2016

ASBE0003-002 08/01/2015

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 37.38	19.88
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BROH0005-006 05/01/2015

	Rates	Fringes
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BRICKLAYER.....	\$ 33.81	14.00
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BROH0005-007 05/01/2015

	Rates	Fringes
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BRICK POINTER/CAULKER/CLEANER....	\$ 33.81	14.00
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BROH0005-009 05/01/2013

	Rates	Fringes
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TILE FINISHER.....	\$ 26.63	10.82
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BROH0036-001 05/01/2015

	Rates	Fringes
TILE SETTER.....	\$ 29.06	10.49
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CARP0373-001 05/01/2014		

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.61	14.46
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CARP0435-004 05/01/2014		

	Rates	Fringes
CARPENTER (Including Drywall Hanging and Metal Stud Installation; Excluding Soft Floor Laying and Form Work).....	\$ 31.61	14.46
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CARP1090-001 05/01/2014		

	Rates	Fringes
PILEDRIVERMAN.....	\$ 29.71	16.36
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ELEC0038-005 04/25/2016		

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 24.80	10.86
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FOOTNOTES;		
a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day		
b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service		
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ELEC0038-006 04/27/2015		

	Rates	Fringes
ELECTRICIAN (Including HVAC/Temperature Controls and Alarm Installation).....	\$ 37.13	19.88
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FOOTNOTES;		
a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day		
b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service		
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ELEV0017-002 01/01/2016		

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.82	29.985+a+b
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PAID HOLIDAYS:		

a. New Year's Day, Memorial Day, Independence Day, Labor Day,  
Veteran's Day, Thanksgiving Day, the Friday after

Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

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 ENGI0018-039 06/01/2016

Rates Fringes

POWER EQUIPMENT OPERATOR

Backhoe/Excavator/Trackhoe;

Crane.....\$ 37.61 14.41

Oiler.....\$ 27.83 14.41

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 ENGI0018-040 06/01/2016

Rates Fringes

POWER EQUIPMENT OPERATOR

Bulldozer.....\$ 35.33 14.41

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 ENGI0066-045 06/01/2014

Rates Fringes

POWER EQUIPMENT OPERATOR

Forklift.....\$ 27.91 17.51

Grader/Blade.....\$ 31.02 17.51

Mechanic.....\$ 31.52 17.51

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 IRON0017-011 05/01/2016

Rates Fringes

IRONWORKER

Ornamental, Reinforcing, &

Structural.....\$ 33.33 20.55

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 LAB00310-002 05/01/2016

Rates Fringes

LABORER

Common or General; Mason

Tender - Brick &

Cement/Concrete.....\$ 25.44 18.67

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 LAB00894-003 05/01/2015

Rates Fringes

LABORER

Pipelayer.....\$ 29.65 9.85

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 LAB00894-004 05/01/2015

Rates Fringes

LABORER

Form Work.....\$ 29.15 9.85

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 PAIN0181-001 05/01/2015

	Rates	Fringes
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GLAZIER.....	\$ 30.52	15.14
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 PAIN0707-002 05/01/2014

	Rates	Fringes
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PAINTER (Brush and Roller).....	\$ 27.57	12.69
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 PAIN0707-003 05/01/2014

	Rates	Fringes
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PAINTER (Drywall Finishing/Taping Only).....	\$ 29.49	12.52
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 PLAS0031-018 05/01/2014

	Rates	Fringes
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PLASTERER (Including FLOOR LAYER: Floor Coating/Epoxy).....	\$ 29.51	15.67
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 \* PLAS0404-001 05/01/2016

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 30.50	18.22
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 PLUM0055-002 05/02/2016

	Rates	Fringes
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PLUMBER (Excludes HVAC Pipe Installation).....	\$ 34.90	23.08
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 \* PLUM0120-009 05/02/2016

	Rates	Fringes
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PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 36.77	22.90
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.77	22.90

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 ROOF0044-003 05/01/2016

	Rates	Fringes
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ROOFER.....	\$ 31.10	17.83
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 SHEE0033-044 05/01/2015

	Rates	Fringes
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SHEET METAL WORKER (Including HVAC Duct and Unit Installation).....	\$ 35.96	23.10
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 SUOH2012-076 08/29/2014

	Rates	Fringes
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LABORER: Asphalt, Includes		
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Raker, Shoveler, Spreader and Distributor.....	\$ 24.53	14.55
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 32.88	12.26
OPERATOR: Loader.....	\$ 29.66	12.61
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 31.48	12.80
OPERATOR: Roller.....	\$ 31.48	12.80
PAINTER: Spray.....	\$ 22.78	12.40
TRUCK DRIVER: Dump (All Types)...	\$ 24.32	11.73

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**EXHIBIT "A"**  
**PROFESSIONAL SERVICE DBE CONTRACTS**

**5.7 Mandatory Contract Language**

Federal laws and regulations require that recipients of federal assistance (City of Cleveland) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all City contracts, regardless of ***whether or not*** the contracts are federally-funded. This requirement was established when the City accepted the Airport Improvement Program ("AIP") grant assurances.

To maintain eligibility of their procurement actions, the City must incorporate applicable contract provisions in all federally-assisted procurement and contract documents, including all subcontracts. For purposes of determining requirements for contract provisions, the term ***contract*** includes subcontracts.

**A. BAN ON TEXTING WHILE DRIVING**

- A. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.
- B. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.
- C. Definitions. As used in this clause:

"Driving":

- 1. Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

2. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

D. The Contractor should:

(1) Adopt and enforce policies that ban text messaging while driving:

- i. Company-owned or -rented vehicles or Government-owned vehicles; or
- ii. Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as:

- i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

E. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (E), in all subcontracts.

**B. VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when

there are covered veterans readily available and qualified to perform the work to which the employment relates.

### **C. ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### **D. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

#### **Timetables**

Goals for minority participation for each trade: **[sponsor must insert established goal]**

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is state of Ohio, county of Cuyahoga and the City of Cleveland.

### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **E. BUY AMERICAN PREFERENCE**

*When applicable attach the Buy American Statement for manufactured products or total facility as an exhibit*

When applicable, the contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

## **F. DISADVANTAGED BUSINESS ENTERPRISES SOLICITATION LANGUAGE**

The City's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with their proposal on the forms provided herein:

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm listed under (1)
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- (5) If Bidder or Offeror cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation within 5 days of receiving the Owners notice of award.

## **G. RIGHTS TO INVENTIONS,**

When applicable, contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

## **H. GENERAL CIVIL RIGHTS PROVISIONS**

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## **I. SOLICITATION NOTICE**

The City of Cleveland, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be

afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

## **J. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **K. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **L. CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

#### **M. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

This section provision applies to agreements that exceed \$100,000 and employs laborers, mechanics, watchmen and guards. This includes members of survey crews and exploratory drilling operations:

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

#### **N. COPELAND "ANTI-KICKBACK" ACT**

This provision applies to contracts with construction work, as defined in 29 CFR Part 5, that exceeds \$2,000:

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

#### **O. DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the successful proposer. This clause applies to both DBE and non-DBE subcontractors. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment.

#### **P. RACE/GENDER NEUTRAL LANGUAGE**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Cleveland to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The City encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

#### **Q. ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy

conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

#### **R. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

This provision applies to contracts with construction work that exceeds \$10,000:

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

##### **Timetables**

Goals for minority participation for each trade: 10%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Cleveland, Cuyahoga County Ohio.

#### **S. EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **T. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **U. CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **V. PROHIBITION OF SEGREGATED FACILITIES**

This provision applies to agreements that include tasks that qualify as construction work as defined by 41 CFR part 60:

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### **W. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor

must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **X. PROCUREMENT OF RECOVERED MATERIALS**

This provision applies to agreements that involve the procurement of a product that exceeds \$10,000:

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at  
[www.epa.gov/epawaste/conservation/tools/cpg/products/](http://www.epa.gov/epawaste/conservation/tools/cpg/products/).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

#### **Y. SEISMIC SAFETY**

This provision applies to agreements that involve the construction of new buildings or structural addition to existing buildings:

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

#### **Z. TERMINATION FOR CONVENIENCE**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of

termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- c) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- d) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- e) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- f) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **AA. TERMINATION FOR DEFAULT**

### **A. Construction**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

### **B. Equipment**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other **procurement TRADE** action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **BB. TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective

subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **CC. DAVIS-BACON REQUIREMENTS**

This provision applies to contracts with construction work, as defined in 29 CFR Part 5, that exceeds \$2,000:

### **1. Minimum Wages**

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage

determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2 Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately

and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no

disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.